



MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515
Portland, Or 97204-1914
Phone: (503) 248-3308 FAX (503) 248-3093
Email: mult.chair@co.multnomah.or.us

Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500
Portland, Or 97204-1914
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Email: diane.m.linn@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500
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Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500
Portland, Or 97204-1914
Phone: (503) 248-5217 FAX (503) 248-5262
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Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500
Portland, Or 97204-1914
Phone: (503) 248-5213 FAX (503) 248-5262
Email: sharron.e.kelley@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277

Email: deborah.l.bogstad@co.multnomah.or.us

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

MAY 18, 19 & 20, 1999

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday: PPS Audit Implementation Committee Report; Mixed Use & Housing; and Aging & Disability Services Budget/Policy Work Session
Pg 2	1:30 p.m. Tuesday: CBAC Reports; DES; Facilities; Endangered Species Act Status; Land Use Planning; and DLS Budget Budget/Policy Work Session
Pg 3	6:00 p.m. Wednesday Public Hearing on the Multnomah County Budget
Pg 4	9:30 a.m. Thursday Regular Meeting (See Agenda for Approx. Item Times)
Pg 5	10:30 a.m. Thursday CCFC Appointments and Budget Approval
Pg 7	3:00 p.m. Thursday Public Safety Budget/Policy Review Work Session

*The Thursday morning meeting of the Board is
cable-cast live and taped and may 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

Tuesday, May 18, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET/POLICY WORK SESSION

WS-1 9:30 a.m. Portland Public School Audit Implementation Committee Report
Presented by Diane Linn, Bruce Samson and Ben Canada. (15 minutes)

9:45 a.m. Mixed Use and Housing: County Policies Guiding Involvement
in Mixed Use Housing Projects and Status of Departmental Projects. Presented
by Larry Nicholas, Jim McConnell, Ginnie Cooper and Kirk Hamann. (1 hour)

10:45 a.m. Aging and Disability Services Budget - Jim McConnell (1 hour,
15 minutes)

- Aging Services - Mary Shortall
- Disability Services - Sharon Miller
- Planning - Rey España
- Elders in Action - Becky Wehrli
- Elders in Action Commission Report - Charles Kurtz
- Disability Services Advisory Council Report - Jan Campbell

Tuesday, May 18, 1999 - 1:30 PM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET/POLICY WORK SESSION

WS-2 1:30 p.m. Library and Environmental Services Citizen Budget Advisory
Committee Reports Presented by Susan Hathaway-Marxer and M'Lou Christ
(15 minutes)

1:45 p.m. Environmental Services Department Overview Presented by
Larry Nicholas (10 minutes)

1:55 p.m. Facilities Moving to the Multnomah Building and the Mead
Building; Status of Library Branch Renovations and other Projects Presented
by Larry Nicholas, Wayne George and Ginnie Cooper (20 minutes)

2:15 p.m. Endangered Species Act Status and Funding Presented by Larry
Nicholas (10 minutes)

2:25 p.m. Land Use Planning Issues and Opportunities Presented by Larry
Nicholas and Kathy Busse (15 minutes)

- Customer Service Improvements
- Urban Permitting Administration
- Code Enforcement Planner

2:40 p.m. Animal Control Service Levels and Funding Strategies

Presented by Larry Nicholas and Hank Miggins (15 minutes)

2:55 p.m. Other DES Issues and Questions - Board questions (15 minutes)

3:15 p.m. Library Budget Presented by Ginnie Cooper and Staff (1 hour)

1. What we can all be proud of . . .
 - Keeping promises made to voters
 - Our work with children and youth
2. Budget Issues . . .
 - \$1.5 million contingency
 - Future of services through the life of the levy
 - Technology
 - Human Resources: recruitment, retention, and training

Wednesday, May 19, 1999 - 6:00 PM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET HEARING

PH-1 Public Hearing Inviting Citizens to Speak on Multnomah County's Proposed 1999-2000 Budget. Testimony Limited to Three Minutes per Person. Please Contact the Budget Office at 248-3883, Extension 22137 for a Copy of the Proposed Budget or Other Information.

Thanks to Multnomah Community Television and Portland Cable Access Television, Wednesday's hearing will be cable-cast live on Cable Channel 30 and replayed at the following times:

Thursday, May 20	6:00 p.m.	Channel 30
Sunday, May 23	4:30 p.m.	Channel 30
Monday, May 24	8:00 p.m.	Channel 30
Monday, May 31	8:00 p.m.	Channel 30
Wednesday, June 2	7:00 p.m.	Channel 30

Thursday, May 20, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

NON-DEPARTMENTAL

C-1 Appointment of Joel Kasprzak to the EMS MEDICAL ADVISORY BOARD

DEPARTMENT OF HEALTH

C-2 Amendment 4 to Intergovernmental Agreement 201224 with Oregon Health Sciences University for Health Information System Computer Hardware and Software Support

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-3 RESOLUTION Authorizing the Execution of Deed D991635 Upon Complete Performance of a Contract with Charles R. Barrow

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-4 Intergovernmental Agreement 0010270 with Oregon Housing and Community Services Department for the Delegation of Funds for Services to Low Income Persons Residing in Multnomah County

PUBLIC CONTRACT REVIEW BOARD

C-5 ORDER Exempting the Custodial Services Contract with Everclean Maintenance from the Three Year Contract Limitation

C-6 ORDER Exempting the Elevator Maintenance Contract with Montgomery Kone, Inc. from the 20% Change Order Limitation

C-7 ORDER Exempting the Elevator Maintenance Contract with Northwest Elevator Company from the Three Year Contract Limitation

REGULAR AGENDA

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF ENVIRONMENTAL SERVICES - 9:30 AM

- R-2 Results from RESULTS: Hawthorne Bridge Renovation Project Presentation by Stan Ghezzi, John Lindenthal and Ed Wortman

NON-DEPARTMENTAL - 9:40 AM

- R-3 PROCLAMATION Designating the Week of May 16 through 22, 1999 as EMERGENCY MEDICAL SERVICES WEEK
- R-4 RESOLUTION Approving the Mt. Hood Cable Regulatory Commission Fiscal Year 1999-2000 Budget
- R-5 RESOLUTION Consenting to Transfer of the Paragon/Multnomah Cable Franchise to TCI Cablevision of Ohio, Inc. with Conditions

SHERIFF'S OFFICE - 10:15 AM

- R-6 NOTICE OF INTENT to Apply to the U.S. Department of Justice for Bulletproof Vest Partnership Grant Act Funds to Help Purchase Bulletproof Vests for Law Enforcement Officers and Authorizing the Chair to Register Multnomah County as a Jurisdiction Eligible to Receive Such Funds

DEPARTMENT OF SUPPORT SERVICES - 10:20 AM

- R-7 RESOLUTION Authorizing Issuance and Sale of Short-Term Promissory Notes, (Tax and Revenue Anticipation Notes) Series 1999 in the Amount of \$11,000,000

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY -10:30 AM

- R-8 Appointments of Janice Nightingale, Patricia Johnson, Lena Bean, Carol Cole, Margie Harris, D. Claire Oliveros, Linda Gear, Judith Smith, Mary Daly Bennetts, DeWayne Taylor, Jessica Weit, Pauline Anderson, Alcena Boozer, Lee Coleman, Paul Drews, Barbara Friesen, Steve Fulmer, Muriel Goldman, Carla Harris, Janet Kretzmeier, Kay Lowe, Sharon McCluskey, Larry Norvell, Lorenzo Poe, Tom Potter, Mark Rosenbaum, Cornetta Smith, Luther Sturtevant, Nan Waller and Duncan Wyse to the COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

R-9 Appointment of Larry Norvell as Chair of the COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

R-10 RESOLUTION Approving the Commission on Children, Families and Community 1999/2001 Biennium and 1997/1999 Carryover Budget Plans

DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:50 AM

R-11 HEARING and Consideration of a RESOLUTION Approving Transfer of One Tax Foreclosed Property to the Multnomah Education Service District, for Public Purposes

R-12 HEARING and Consideration of a RESOLUTION Approving Transfer of One Tax Foreclosed Property to Portland Public School District No. 1J, for Public Purposes

R-13 HEARING and Consideration of a RESOLUTION Approving Transfer of Three Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services, for Public Purposes

R-14 HEARING and Consideration of a RESOLUTION Approving Transfer of Three Tax Foreclosed Properties to the City of Portland, Portland Parks and Recreation, for Public Purposes

R-15 HEARING and Consideration of a RESOLUTION Approving Transfer of Four Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes

R-16 HEARING and Consideration of a RESOLUTION Approving Transfer of One Tax Foreclosed Property to the City of Troutdale, Parks and Facilities Division, for Public Purposes

R-17 HEARING and Consideration of an ORDER Approving the Annexation of Territory to Metro [Boundary Change Proposal No. MU-0499 Annexing Property within Washington County to Metro]

NON-DEPARTMENTAL - 11:09 AM

R-18 Intergovernmental Agreement 9910871 with the Port of Portland for Reimbursement of Infrastructure Construction Costs to Serve Rivergate Corrections Facility Site

COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 11:25 AM

R-19 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

Thursday, May 20, 1999 - 3:00 PM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET/POLICY WORK SESSION

WS-3 Continued Discussion on Public Safety with Juvenile and Adult Community Justice Director Elyse Clawson, Multnomah County Circuit Court Judge Jim Ellis, Sheriff Dan Noelle, District Attorney Michael Schrunk and Invited Others. 2 HOURS REQUESTED.

MEETING DATE: MAY 20 1999
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to EMS Medical Advisory Board

BOARD BRIEFING:

DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 5/20/99
AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Appointment of Lt. Joel Kasprzak to the EMS Medical Advisory Board, Non-EMT Transport Position

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
MAY 20 3 PM 3:04
MILWAUKEE COUNTY
WISCONSIN

MEETING DATE: MAY 20 1999
AGENDA NO.: C-2
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: Business Services

CONTACT: * Tom Fronk, Tim Rowan TELEPHONE #: x24274, x26464

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Amendment #4 to Intergovernmental Agreement #201224 with Oregon Health Sciences University for Health Information System computer hardware and software support.

5/26/99 originals to MARIANNE
METZGER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

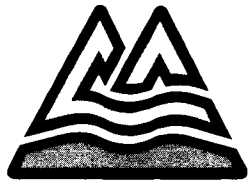
Or

DEPARTMENT MANAGER: D. Cheekovich for Gary Axman

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 PM 1:49
MULTI-COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
BUSINESS SERVICES DIVISION
426 SW STARK, 7TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3056
FAX (503) 248-3015
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

Date: May 10, 1999
To: Board of County Commissioners
Via: Gary Oxman, M.D., Acting Director, Health Department
From: Tom Fronk, Director, Business Services Division
Subject: Amendment #4 to Contract #201224 with Oregon Health Sciences University for information services

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #4 to Contract #201224 with Oregon Health Sciences University for the period date of execution, through December 31, 1999.
- II. Background/Analysis: The contractor will continue to provide mainframe computer hardware support for the Health Department's HIS. Through its network OHSU will provide the Health Department with access to external systems such as OMAP's Automated Information System. This ability to combine and analyze data from different systems will enhance the information capabilities of each organization.

This amendment extends the termination date to December 31, 1999, while contract language is finalized, and arrangements are made to move the Health Department's data system back to the County's computer.
- III. Financial Impact: There is no change in compensation terms. The estimated compensation for two quarters is \$184,000.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached Contract #: 201224
Amendment #: 4

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>5/20/99</u> DEB BOGSTAD BOARD CLERK </div>

Department: Health Department Division: Business Services Date: 05/06/99
 Originator: Tim Rowan Phone: x26464 Bldg/Rm: 160/7
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7
 Description of Contract:
 Information Services agreement. Computer hardware and software support.

This amendment extends the termination date to December 31, 1999.

RENEWAL: ☐ PREVIOUS CONTRACT NO(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION NO/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University</u> Address <u>3181 SW Sam Jackson Park Road</u> <u>Portland, Oregon 97201</u> Phone _____ Employer ID# or SS# <u>93-6001786</u> Effective Date <u>Date of Execution</u> Termination Date <u>December 31, 1999</u> Original Contract Amount \$ _____ Requirements _____ Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ _____ Requirements _____	Bridget Haggerty, Contracts Manager Marilyn Dame, ITG Finance Manager 494-0692 (damem@ohsu.edu) Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>(quarterly invoice)</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Estimate \$92,000 per quarter Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES:

Department Manager <u><i>Debbie Churchovich for Gary Oxman</i></u>	DATE <u>5/11/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Dargatz</i></u>	DATE <u>5/12/99</u>
County Chair _____	DATE <u>May 20, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	100	015	0930			6530		0385			
02											
03											

Rev. 2/12/98 DIST: Original - Contract Administration, Contractor, HD Contracts Unit; CC - HD Program Manager, Finance, HD Payables/Receivables

**AMENDMENT #4 TO
MULTNOMAH COUNTY CONTRACT #201224**

THIS AMENDMENT TO CONTRACT #201224 is between MULTNOMAH COUNTY, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, hereafter "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR are parties to a certain contract dated December 23, 1993, entitled "Information Services Contract" (hereafter "Contract"); and

WHEREAS, the parties mutually desire to amend said Contract in the manner hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

1. The expiration date of the Contract is changed from June 30, 1999, to December 31, 1999.
2. All other terms and conditions of the original Contract remain in effect.

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

OREGON HEALTH SCIENCES
UNIVERSITY

By _____
Ronald W. Schumacher, CIO

Date _____

By _____
Bridget J. Haggerty, Contracts Manager

Date _____

MULTNOMAH COUNTY

By Beverly Stein
Beverly Stein, Multnomah County Chair

Date May 20, 1999

By D. Chuchovich
Gary Oxman, M.D., Acting Director
Health Department

Date May 11, 1999

By Tim Rowan
Tim Rowan, Program Manager

Date 5-10-99

REVIEWED:

Thomas Sponsler, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens, Assistant County Counsel

Date 5/14/99

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-2 DATE 5/20/99
DEB BOGSTAD
BOARD CLERK

MEETING DATE: MAY 20 1999

AGENDA NO: C-3
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____
Requested by: _____
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: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, CHARLES R. BARROW, for completion of Contract #15767
(Property repurchased by former owner).

Deed D991635 and Board Order attached.

5/26/99 ORIGINAL DEED & COPIES of ALL to
VANESSA WITKA - TAX TITLE

BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 PM 2:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: At Larry R. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-83

Authorizing the Execution of Deed D991635 Upon Complete Performance of a Contract with CHARLES R. BARROW

The Multnomah County Board of Commissioners Finds:

- a) On January 19, 1995, Multnomah County entered into a county contract 15767 recorded in the county deed records at Book 95 Page 23937 with CHARLES R. BARROW for the sale of the real property hereinafter described
- b) The above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

The Multnomah County Board of Commissioners Resolves:

1. That the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

NORTHEASTERLY 68.5' OF WESTERLY 90' OF WESTERLY 1/2 OF LOT K, ST JOHNS HEIGHTS & SUB,
a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Approved this 20 day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D991635

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

NORTHEASTERLY 68.5' OF WESTERLY 90' OF WESTERLY 1/2 OF LOT K, ST JOHNS HEIGHTS & SUB, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$17,361.88.

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:

CHARLES R. BARROW
7248 N TYLER AVE
PORTLAND OR 97203

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of May, 1999, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Director
Tax Collections/Records Management

By K. A. Tuneberg
Kathleen A. Tuneberg, Director

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

MEETING DATE: MAY 20 1999
AGENDA NO: C-4
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Oregon Housing and Community Services Division Agreement for the Delegation of Funds

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: _____

REGULAR MEETING

Date Requested: Next Available
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Mary Li

DIVISION: Community Programs and Partnerships
TELEPHONE: 248-3691
BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Agreement for the Delegation of Funds (Oregon Housing and Community Services Division)

SIGNATURES REQUIRED:

5/26/99 ORIGINALS to PATTY DOYLE

ELECTED OFFICIAL: _____

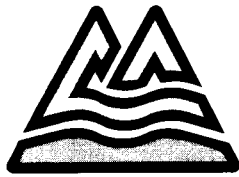
OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 MAY 12 PM 12:23
MULTI-JURISDICTIONAL COUNTY
OREGON
BOARD OF
COMMUNITY DEVELOPMENT SERVICES



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
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
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: May 5, 1999

SUBJECT: Agreement with Oregon Housing and Community Services Division

- I. **Recommendation/Action Requested:** The Department recommends Board of County Commissioner approval of the attached agreement with the Oregon Housing and Community Services Division (OHCS D), for the period July 1, 1999 through June 30, 2001.
- II. **Background/Analysis:** Multnomah County has historically received funding from OHCS D to provide services to low income persons residing in the County. This agreement sets forth the conditions necessary for Multnomah County to meet in order to receive this funding. Funding is provided from State and Federal sources for program implementation and administrative costs. This agreement is the foundational document for the future OMNIPLAN agreement which will carry with it the services funding.
- III. **Financial Impact:** This agreement has no dollars attached, but it is estimated that OMNIPLAN funding subsequent to this agreement will be in excess of \$8,000,000 over the two year period of this contract.
- VI. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** Services provided through subsequent funding will directly impact three County Benchmark: 1) reduce children living in poverty, 2) reduce crime, and 3) increase school completion.
- VII. **Citizen Participation:** The Division of Community Programs and Partnerships receives citizen input from the Multnomah Commission on Children, Family, and Community.
- VIII. **Other Government Participation:** Additional funding provided through the US Department of Housing and Urban Development, the City of Portland, and the City of Gresham is combined with OHCS D funding to provide a continuum of homeless and at risk of homeless/ low income services.

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

Contract #: **0010270**

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached

Amendment #: **0**

<p align="center">Class I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center">Class II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center">Class III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>5/20/99</u></p> <p align="center">DEB BOGSTAD</p> <p align="center">BOARD CLERK</p>
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Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnerships</u>	Date: <u>May 5, 1999</u>
Originator: <u>Cilla Murray</u>	Phone: <u>X 28403</u>	Bldg/Rm: <u>166/5</u>
Contact: <u>Patty Doyle</u>	Phone: <u>X 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Agreement for the Delegation of Funds**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):	
RFP/BID: _____	RFP/BID DATE: _____	
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____	ORS/AR #: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor Oregon Housing and Community Services Dept. Address 1600 State Street Salem, OR 97310 Phone (503) 378-4729 Employer ID# or SS# N/A Effective Date July 1, 1999 Termination Date June 30 2001 Original Contract Amount \$ -0- Total Amt of Previous Amendments \$ -0- Amount of Amendment \$ -0- Total Amount of Agreement \$ -0-	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES

Department Manager <u><i>Lorenzo Poe mbs</i></u>	DATE <u>5/10/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Satz</i></u>	DATE <u>5/12/99</u>
County Chair <u><i>Debbie</i></u>	DATE <u>May 20, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE R3						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

AGREEMENT FOR THE DELEGATION OF FUNDS

Part 1. Signators

This Agreement is between the State of Oregon acting by and through its Housing and Community Services Department, hereinafter referred to as "OHCS" and,

**MULTNOMAH COUNTY DEPARTMENT OF
COMMUNITY AND FAMILY SERVICES
DIVISION OF PROGRAMS AND PARTNERSHIPS
COMMONWEALTH BUILDING, SUITE 500
421 SW 6TH AVENUE
PORTLAND, OR 97204**

hereinafter referred to as "SUBGRANTEE".

1. Term of Agreement

This Agreement covers the period July 1, 1999 through June 30, 2001; however, this Agreement is not effective until signed by OHCS.

2. Contract Documents

This Agreement consists of the following documents:

Part 1. Signators and Schedule of Programs with Budget Resources

Part 2. General Provisions

Part 3. Exhibits A, B, C

3. Statement of Work

SUBGRANTEE shall perform in a satisfactory manner a single Work Plan (OMNIPLAN), composite of OHCS programs for which funds are provided under this Agreement. The SUBGRANTEE shall perform all activities in accordance with the approved OMNIPLAN which consists of work plans, budgets and other terms and conditions of this Agreement. As funding sources are increased/decreased, the OMNIPLAN including activities and outcomes, and related budgets shall be updated to reflect the additional resources.

4. Approved Programs and Allocations

Subject to funding availability and any adjustment pursuant to Part 2, Section 2(b) OHCS will provide funds from State and Federal sources to SUBGRANTEE for program implementation and for administrative costs as shown on the following schedules.

The stated amount or percentage of provided funds identified as administration (ADMIN) is the maximum amount that the SUBGRANTEE may use for administrative expenses.

5. Approval

SUBGRANTEE shall not begin work on any program(s) described in this Agreement until written notification of authority to begin work on a specific program is received from OHCSO.

6. SUBGRANTEE Data

Name: Multnomah County, Department of Community and Family Services

Address: 421 SW 6th, 7th Floor, Portland, Or 97204

Telephone #: (503) 248-3691

Federal I.D. #: 93-6002309

7. MERGER

THIS AGREEMENT AND ANY WRITTEN NOTICE OF ADJUSTMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR ANY NOTICE OF ADJUSTMENT, NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

8. Signators

SUBGRANTEE, by the signature below of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 5/20/99
DEB BOGSTAD
BOARD CLERK

AGREED:

Lorenzo Poemas
Executive Director

LORENZO POE
Print or Type Name

5/10/99
Date

Beverly Stein
Board of Directors
Chairperson

Beverly Stein, Chair
Print or Type Name

May 20, 1999
Date

Katie Gaetjens
Multnomah County
County Counsel
APPROVED:

Katie Gaetjens
Print or Type Name

5/12/99
Date

Community Services and Grant Programs Division
Housing and Community Services Department
Lynn Schoessler, Deputy Director

Date

Reviewed for Legal Sufficiency by:

Date

Reviewed by Grants/Contracts Coordinator

Date

Part 2. GENERAL PROVISIONS

1. Extent of Agreement

This agreement contains all the terms and conditions agreed upon by the parties. Administrative Rules and policies of OHCSO and federal rules and regulations which guide the performance of this agreement are made a part of this document as though fully set forth. Federal Regulations would include but are not limited to Office of Management and Budget (OMB) Circulars A-87, A-102 (Common Rule) with codifications, and A-133 if SUBGRANTEE is a governmental entity. Federal Regulations would include but are not limited to OMB Circulars A-110, A-122, and A-133 if SUBGRANTEE is a non-governmental entity. Services must be delivered efficiently, effectively and within various program State Plan time lines.

2. Budgets and Payments

- a. The funds specified above may include funds that have not yet been appropriated and allocated to Oregon but that are anticipated to be received by OHCSO in a federal grant. With respect to any services or activities that under SUBGRANTEE's work plan are to be performed with grant funds, the performance of such services or activities, and any OHCSO payment therefore, shall be contingent upon the full amount of that anticipated FFY grant being lawfully appropriated, allocated, and available to OHCSO. Further, any continuation or extension of this agreement after the end of the biennium in which it is written, is contingent upon such funds being lawfully appropriated, allocated, and available to OHCSO.
- b. The parties acknowledge that total funds for programs described in Parts 1 and 3 of this agreement are subject to congressional or State legislative actions which may increase or decrease the amount of funding available for program implementation and for administrative costs. **Therefore, the parties agree that if funding levels change as a direct result of congressional or legislative action, OHCSO may unilaterally issue a written Notice of Adjustment amending the funds to be provided to SUBGRANTEE for any affected program(s).** The Notice of Adjustment shall be sent by first class mail and upon receipt becomes binding upon the SUBGRANTEE as an amendment to this agreement under Section 9(b). The SUBGRANTEE will be required to submit a "Budget Change Form" or a "New Budget Page," whichever is required, for any program(s) affected by the Notice of Adjustment.
- c. SUBGRANTEE shall provide a separate budget for each OHCSO program for which funds are delegated under this agreement. These budgets shall be in the format and shall contain all information requested by OHCSO. The budgets for each program are included in SUBGRANTEE'S OMNIPLAN. SUBGRANTEE may make changes of less than \$2,500 between program budget line item categories at any time during the contract period without written approval of OHCSO.

- d. OHCSO may withhold all payments due to SUBGRANTEE under this agreement or any other contract or agreement in effect between OHCSO and SUBGRANTEE if SUBGRANTEE violates any provision of this agreement including, but not limited to:
 - 1) Submission of complete, accurate and timely program, audit or financial reports;
 - 2) Compliance with federal audit requirements; and,
 - 3) Repayment of disallowed costs.
- e. Upon review of the quarterly reports filed by SUBGRANTEE pursuant to Section 4 of the OMNIPLAN, OHCSO may adjust upward or downward the amount of funds provided to SUBGRANTEE for any programs covered by this agreement to reflect the actual or anticipated expenditure of funds.
- f. Additional program-specific limitations or conditions on the use of funds are contained in Part 3, Exhibit C, of this agreement.

3. Cash Management Act

CMIA90 hopes to ensure greater efficiency and effectiveness by preventing excessive Federal Funds from being drawn down beyond actual immediate State program needs. Interest calculation and exchange is **required** between the Federal Government and States based on use of Federal or State cash in support of Federal Programs.

Subgrantee Cash Receipts procedure needs to be organized so as to assist the State to comply with the Cash Management Improvement Act of 1990 (CMIA90) and to ensure that the State of Oregon does not owe/need to pay interest to the Federal Government.

The Cash Management Act and related regulations can be found at these locations:

P.L. 101-453 Section 2

Cash Management Improvement Act of 1990 (CMIA 90); effective July 1, 1993.

31 CFR Part 205.8(r)

Department of the Treasury - Rules and Procedures for Fund Transfers, Final Rule.

4. Fiscal Management

- a. SUBGRANTEE and its subrecipients shall prepare and maintain accurate financial records documenting all expenditures made from funds provided under this agreement. These records shall include financial and audit reports for the common accounting period, including adjustments to reconcile the accounting records.

- b. Expenditures of SUBGRANTEE and/or subrecipients may be claimed under this agreement only if they are:
- 1) In payment of eligible activities or services performed under this contract in conformance with applicable State and Federal regulations and statutes;
 - 2) In payment of services performed or supplies delivered during the applicable program period;
 - 3) Not in excess of 100% of the funds provided to that program under this agreement, including amendments; and,
 - 4) Not for duplicate payment for the same activities or services under both this agreement and any other contract or agreement with OHCSO or under more than one program covered by this agreement.

Expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the contract in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable Federal requirements as specified herein. Expenditures shall be segregated by line item category within SUBGRANTEE'S accounting system and reported on the required fiscal reports.

- c. All income that is generated by or attributable to funds provided under this agreement shall be identified and segregated for expenditures relating to the approved work plan of the program for which the original funds were provided. If cash is deposited in a combined or centralized income-yielding bank account, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures of income from funds provided under this agreement are to be made within the program period in which the income is earned, except energy rebates which may be expended in the program period immediately following the current period.
- d. All unexpended funds or income from such funds remaining at the end of any FY program period for any program(s) covered by this agreement must be returned to OHCSO no later than 60 days following the expiration of the program's FY program period or the termination of this agreement, whichever is earlier. Expenses not reported within this specified time period shall not be paid by OHCSO.
- e. Any costs disallowed either upon request for reimbursement or as a result of any audits, review or site visits shall not be paid by OHCSO, provided that the disallowed costs did not arise from the acts of OHCSO. SUBGRANTEE shall be given an opportunity to demonstrate that any proposed disallowance is in error. If a cost is disallowed after reimbursement has occurred, SUBGRANTEE shall

make repayment of such costs within thirty (30) days of receipt of formal notice of disallowance of such expenditure(s).

- f. In cases of suspected fraud by applicants, employees, subrecipients or vendors, SUBGRANTEE shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

5. Records

- a. SUBGRANTEE and its subrecipients shall prepare and maintain such records as necessary for performance of the approved work plan and for compliance with the terms of this agreement.

OHCSO, the Oregon Secretary of State's Office, the Federal government and the duly authorized representatives of such entities shall have free access to the books, documents, papers, audits and records of SUBGRANTEE and its subrecipients which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of OHCSO which may take possession of them at any time after three business days' notice to SUBGRANTEE. SUBGRANTEE may retain copies of all records taken by OHCSO under this section.

- b. All books, documents, papers, or other records, including but not limited to client records, income documentation, financial records, invoices and statistical records and supporting documents pertinent to this Agreement shall be retained by SUBGRANTEE and its subrecipients for three years after final payment is made under this agreement or three years from the date of completion of any audit pursuant to Section 8 hereof, whichever is later.

If, however, any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

6. Purchases and Procurement

- a. Personal Services Contracts:

- 1) SUBGRANTEE may contract for consultant services purchased in whole or in part with funds provided under this agreement only when the specialized skills, knowledge and resources to be provided by a consultant are not available within the agency. If the work cannot be done in a reasonable time with agency staff, an independent and impartial evaluation of a situation is required by a consultant with recognized professional expertise or stature in a field.

- 2) Prior to such contracting SUBGRANTEE shall develop policies and

procedures to insure that all personal service contracts are developed in a manner consistent with the Office of Budget and Management Circular A-110, the Federal agency codifications of the grant management common rule as applied to the Federal agency providing funding for the contract and the following guidelines for selection of contractor:

A) For contracts of \$5,000 or more:

- i) Solicit a minimum of 3 bids;
- ii) Every prospective bidder must be notified in the same way and receive the same information;
- iii) Document the process - who was contacted, when, how, responses or bids, and person making contact. This documentation is to be kept with the resulting contract; and
- iv) Make positive effort to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

B) For contracts less than \$5,000:

- i) Encourage competition to extent possible;
- ii) Document the process as in (A)(iii) above; and
- iii) Make positive effort to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

- 3) In procuring personal services SUBGRANTEE shall obtain prior written approval from OHCSO before entering into any sole source contract or contract where only one bid or proposal is received when the value of the contract is expected to exceed \$5,000 in the aggregate.
- 4) When a sole source contract for less than \$5,000 requires a revision increasing the value beyond \$5,000, notification shall be filed with the compliance auditor at OHCSO. Such notification shall include a copy of the original work plan and a copy of the revised work plan. It is also recommended that the process in 1)A be followed for the revision.

b. Contracts for procurement of equipment and supplies:

- 1) SUBGRANTEE shall develop and maintain policies and procedures for procuring by purchase, rental or otherwise, any equipment or supplies in a manner consistent with:
 - A) The Office of Budget and Management Circular A-110; and
 - B) The Federal agency codifications of the grant management common rule as applied to the Federal agency providing funding

for the contract. If codification is not available for the provided funding source, A-102 (Common Rule) shall apply.

- 2) In addition to guidelines in (b)(1) a SUBGRANTEE purchasing any vehicle, regardless of cost, or **any equipment or other property** costing more than \$5,000 per unit with funds provided in whole or in part under this agreement shall:

- A) Obtain prior written approval from OHCSO; and
- B) Solicit and retain a minimum of three (3) bids.

7. Reports

- a. SUBGRANTEE shall submit timely, complete and accurate reports to OHCSO detailing the progress made toward the program objective(s) as outlined in work plans and including all administrative and program expenditures. Such reports shall be submitted for each OHCSO program for which funds are provided under this agreement so that they are received by OHCSO on or before the due dates specified in Part 3, Exhibit A. The reports shall be in the format and contain the information requested by OHCSO. The reports must agree with the accounting records maintained by SUBGRANTEE and/or its subrecipients and be certified by the chief executive officer of SUBGRANTEE.

All final reports shall be submitted by SUBGRANTEE so as to be received by OHCSO on or before the 60th day following the last day of the program period for that program, or the date that all activities funded by this agreement for that program are completed, whichever is earlier.

- b. SUBGRANTEE shall prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by OHCSO as needed to comply with State or Federal requirements. SUBGRANTEE agrees to, and does hereby grant OHCSO the right to reproduce, use, and disclose all or any part of the plans, reports, data and technical information furnished to OHCSO.

8. Property Management

SUBGRANTEE shall maintain policies and procedures for property management that include:

- a. Fixed assets classification, capitalization policies:

It is the SUBGRANTEE's responsibility to ensure that all fixed assets purchased in whole or in part with funds provided under this agreement or on loan under a standard agreement are properly, accurately, and systematically accounted for.

The value of a fixed asset is determined by the net invoice price of the equipment, including the cost of any modifications, attachments, accessories or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

- 1) Fixed assets valued at \$5,000 or more, purchased in whole or in part with funds provided under this agreement shall be the property of OHCSO. Fixed assets would include items which are not consumed in the normal course of agency operations, can normally be used more than once, and have a useful life of more than two years and all motor vehicles. SUBGRANTEE shall be liable for any claims arising from use or misuse of such property unless and until such property is physically transferred to the possession of OHCSO. Such property shall be capitalized to the SUBGRANTEE, and tagged with OHCSO identification tags and property control number, listed on the CAP PROPERTY INVENTORY TRANSACTION RECORD, filed with OHCSO.
- 2) Fixed assets valued at less than \$5,000 shall be the property of the SUBGRANTEE and may be capitalized or expended in the period acquired, as consistent with the SUBGRANTEE's policies applied to other acquisitions, except where such fixed assets are deemed to have a high risk of loss.
- 3) Fixed assets costing less than \$5,000 that are deemed to have a high risk of loss may be capitalized or expended in the period acquired. This needs to be consistent with the SUBGRANTEE's policies applied to other acquisitions. However, all such equipment must be labeled, recorded on an inventory tracking system, and inventoried at least once a year.

Fixed assets with a high risk of loss shall be defined to include all computer equipment, electronic equipment, photography equipment, hand tools and any other items SUBGRANTEE management may identify as at risk.
- 4) All fixed assets (as defined above in 8-a) valued at \$5,000 or more shall be the property of OHCSO, with the exception of automobiles.
- 5) All fixed assets (as defined above in 8-a) valued at less than \$5,000 is the property of the SUBGRANTEE, with the exception of automobiles.
- 6) All automobiles, regardless of value, purchased in whole or in part with funds provided under this agreement shall be the property of the SUBGRANTEE and shall list OHCSO as the security interest holder on the title. The original title to all automobiles shall remain on file at OHCSO,

c. Insurance:

SUBGRANTEE shall, at a minimum, provide the equivalent insurance coverage for equipment acquired with Federal funds as provided to other equipment owned by the SUBGRANTEE.

d. Inventory policies and procedures:

At a minimum, SUBGRANTEE shall maintain inventory records for any items purchased with funds provided under this agreement valued at \$5,000 or more, any items deemed to be of significant value and at a high risk of loss and any automobile regardless of value. Such inventory records must include the following data:

- 1) A description of the equipment;
- 2) Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number;
- 3) Source of the equipment, including the award number;
- 4) Whether title vests in the recipient or OHCSO;
- 5) Acquisition date (or date received, if the equipment was furnished by OHCSO) and cost;
- 6) Contributed Funds from which one can calculate the percentages of Federal, State or Other funding sources participating in the cost of the equipment (not applicable to equipment furnished by OHCSO); and
- 7) Location and condition of the equipment.

e. Loaned Equipment:

All fixed assets owned by OHCSO and **loaned** to SUBGRANTEE under a standard agreement will remain the property of OHCSO, regardless of their value.

f. Disposition:

When OHCSO has a security interest in a fixed asset that the SUBGRANTEE wishes to dispose of, the SUBGRANTEE shall submit a letter requesting to do so to the program coordinator. The letter shall be sent to the appropriate program coordinator, with a copy to the Compliance Auditor at OHCSO. A letter shall be sent for any automobile, or a fixed asset defined as having an original cost of \$5,000 or more. The program coordinator at OHCSO will provide instructions regarding the method of disposition. The agency reserves the right to refuse such disposal or the timing of such disposition. Such disposition shall be done in a manner consistent with the property management standards for equipment of the federal agency from which the original funding was received. In the case of

mixed federal funding sources, the most restrictive standards shall apply.

9. Audits

- a. SUBGRANTEES receiving federal funds in excess of \$300,000 in a fiscal year are required to have an audit in compliance with Office of Management and Business (OMB) Circular A-133, as revised June 24, 1997. SUBGRANTEES receiving federal funds from \$100,000 to \$300,000 in a fiscal year may elect to have a "program only" audit as provided in the same circular.
- b. SUBGRANTEE shall provide OHCSO with a copy of the listed items within 180 days of SUBGRANTEE's fiscal year end.
 - 1) Annual Audit Report.
 - 2) Management Letter.
 - 3) Statement of any corrective actions taken or planned, including a report on the current status of such actions.
 - 4) Statement of current status of actions taken to correct prior year audit findings.
- c. All audit work papers pertaining to the annual audit shall be retained for three years following the date the audit is submitted to OHCSO. It shall be open for examination by any Federal, State or County auditors and/or their representatives.
- d. SUBGRANTEE shall establish and maintain policies and procedures to ensure that any subrecipients receiving pass through funds from OHCSO who are subject to OMB Circular A-133 shall submit copies of any required annual audit to the SUBGRANTEE. This shall occur in a timely manner including audit finding resolutions. These reports shall be kept on file by the SUBGRANTEE for a minimum of three years. The reports shall be available for review by OHCSO, State of Oregon Division of Audits and/or Federal Agency which awarded funding.

10. Monitoring and Sanctions

- a. On-site monitoring of SUBGRANTEE will be done annually. OHCSO staff will notify SUBGRANTEE staff of tentative monitoring schedule by April 15 each year and will provide SUBGRANTEE with a list of items to be reviewed prior to the monitoring visit. Monitoring shall include, but not be limited to:
 - 1) Inspection of client files, program records and reports, inventory records and fiscal records including original receipts for expenditures;
 - 2) Review of compliance with agreement provisions, work plans, budget

reports and state/federal regulations;

- 3) Physical inventory of fixed assets, weatherization materials and USDA commodity foods; and
- 4) Review of procedures for monitoring subcontracts.

- b. SUBGRANTEE will be advised of out-of-compliance conditions or findings after the monitoring review is complete. If monitoring identifies deficiencies, preliminary findings will be issued with examples and corrective action will be requested. SUBGRANTEE will have thirty (30) days from the date of the preliminary findings letter to request assistance, to file a corrective plan or to explain why the findings are in error.

OHCSO will notify SUBGRANTEE of its acceptance or rejection of all or part of SUBGRANTEE'S response within ten (10) days.

SUBGRANTEE will have an additional thirty (30) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

- c. If corrective action is needed and those actions have not taken place by the end of the thirty (30) days, OHCSO may, upon notice to SUBGRANTEE, impose sanctions as allowed by this agreement. Such sanctions may include, but are not limited to, withholding of funds, disallowance of costs, suspension of payments or termination of this Agreement. OHCSO will inform SUBGRANTEE of the appeals process in its sanction notice.

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

11. Amendments

- a. The terms of this Agreement may not be waived, altered, modified, supplemented or amended, except by written agreement of the parties.
- b. Notwithstanding the foregoing, OHCSO may unilaterally issue a written Notice of Adjustment amending the total funds available in a program budget, as provided in Section 2(b). A Notice of Adjustment shall become an amendment to this Agreement without signature of the SUBGRANTEE.

12. Termination

- a. OHCSO may, upon 30 days written notice delivered to SUBGRANTEE by certified mail or in person, terminate this Agreement in whole or in part, if the following conditions are found.

- 1) SUBGRANTEE fails to fulfill obligations under this Agreement, such as filing of accurate, complete and timely reports and audits.
 - 2) SUBGRANTEE fails to file inventory records, comply with applicable regulations, or comply with approved work plans.
 - 3) SUBGRANTEE fails to submit approved budgets, or comply with directives received from the Federal agency which is the source of the grant funds.
 - 4) Funds provided under this Agreement are used improperly or illegally.
 - 5) OHCSO funding from the responsible Federal agency is denied, suspended, reduced or eliminated.
 - 6) If the OHCSO appropriation or authorization to expend funds from the Oregon State Legislature is denied, suspended, reduced or eliminated; or State funded programs are reduced or eliminated.
 - 7) A new Community Action Agency (CAP) is certified in SUBGRANTEE'S area.
 - 8) Any license or certificate required by law to be held by SUBGRANTEE to provide the services required by this Agreement is for any reason denied, revoked or not renewed.
 - 9) SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property (b) admits in writing its inability, or is generally unable, to pay its debts as they become due (c) makes a general assignment for the benefit of its creditors (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect) (e) is adjudicated as bankrupt or insolvent (f) fails to controvert in a timely or appropriate manner, or agrees in writing to an involuntary petition for bankruptcy.
 - 10) SUBGRANTEE is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal department or agency.
- b. In the event of termination of this Agreement, all unexpended money, property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall be returned to OHCSO within 60 days of the date of termination or the date OHCSO requires them to be returned.

- c. Upon issuance of the notice to terminate this Agreement, OHCSO may require that all expenditures be suspended upon delivery of said notice and any additional expenditures must have prior approval by OHCSO. SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses reasonably or necessarily incurred in satisfactory performance of this agreement. SUBGRANTEE must be operating within its approved work plans and approved budgets prior to receipt of a termination notice pursuant to this section. OHCSO does not require suspension of expenditures upon receipt of the termination notice if it is prior to the effective date of the termination.

Notwithstanding the above, SUBGRANTEE shall not be relieved of its liability to OHCSO for damages sustained by OHCSO by virtue of any breach of this Agreement by SUBGRANTEE. OHCSO may withhold any reimbursement to SUBGRANTEE for the purpose of compensation for damages until such time as the exact damages due to OHCSO from SUBGRANTEE are agreed upon or otherwise determined.

13. Subcontracts

- a. SUBGRANTEE shall not enter into any subcontract without prior written approval of OHCSO.
- b. SUBGRANTEE shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by OHCSO. SUBGRANTEE agrees to furnish a copy of each subcontract to OHCSO upon request.
- c. At a minimum all subcontract agreements must specify:
 - 1) That subcontractor shall comply with all applicable provisions of this Agreement between OHCSO and SUBGRANTEE, each of which must be specifically incorporated into the subcontract;
 - 2) That subcontractor shall comply with all applicable Federal, State, County and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and,
 - 3) That subcontractor is an independent contractor and not an agent of OHCSO or SUBGRANTEE.
- d. SUBGRANTEE shall take all reasonable steps to ensure that subrecipients have adequately trained their employees and to verify that subrecipients are processing any necessary eligibility determinations and authorizations accurately.
- e. SUBGRANTEE shall be responsible for monitoring and auditing the activities of its subrecipients at least annually and as frequently as necessary to ensure that all regulations are being complied with and that funds are being spent for authorized

purposes. Monitoring shall include all the activities listed in Section 8(a).

- f. Responsibility for program integrity shall remain with SUBGRANTEE. Any disallowed costs on the part of the subrecipients, due to error or otherwise, will be considered to be disallowed costs of SUBGRANTEE.

If SUBGRANTEE is a county, such disallowed costs may be recovered by OHCSO only through repayment under Section 5(e) or withholding under Section 2(d) of this Part, to the extent permitted by the Oregon Constitution, Article XI, Section 10. If SUBGRANTEE is other than a county, OHCSO may recover such disallowed costs through repayment, withholding or other means permitted by law.

- g. SUBGRANTEE shall take all reasonable steps in selecting, monitoring and auditing its subrecipients to prevent misuse or mismanagement of funds delegated under this agreement. SUBGRANTEE shall take all reasonable action against its subrecipients, at SUBGRANTEE's expense, to recover any funds misused, mismanaged or misspent. Any funds recovered shall be repaid to OHCSO under Section 3(e).

14. Compliance with Laws

SUBGRANTEE and its subrecipients shall comply with all Federal laws, regulations and instructions, State statutes and rules, local ordinances and codes and the Oregon State Plan, if any, that are in effect during any period of this Agreement, whether existing at the time the Agreement is executed, or amended, enacted or adopted subsequent thereto, and that would be applicable to this Agreement or the work to be performed under this Agreement or the funds to be provided by this Agreement including, but not limited to, those specified in Part 3, Exhibit C.

In addition, SUBGRANTEE and its subrecipients shall comply with the assurances listed in Part 3, Exhibit B.

15. Confidentiality

SUBGRANTEE, its subcontractors and/or subrecipients shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as directly connected with the administration of the particular OHCSO program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

SUBGRANTEE, its subcontractors and/or subrecipients shall ensure that all officers, employees and agents are aware of and comply with this confidentiality requirement.

16. Nondiscrimination

SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), with Section V of the Rehabilitation Act of 1973 (29 U.S.C. 794), with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and the Americans with Disabilities Act of 1992, Public Law 101-336.

17. Workers Compensation Requirement

The SUBGRANTEE, its subcontractors and/or subrecipients, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. SUBGRANTEES who perform the work without assistance or labor of any employee need not obtain such coverage.

18. Compliance with Tax Laws

ORS 305.385(6) states:

"No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4)."

By signature on this contract, SUBGRANTEE hereby swears/affirms, under penalty of perjury as provided in ORS 350.385(6), that to the best of SUBGRANTEE'S knowledge SUBGRANTEE is not in violation of any of the tax laws described in ORS 305.380(4).

19. Drug-Free Workplace Act

SUBGRANTEE certifies, to the extent required by Federal law, that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in SUBGRANTEE'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) SUBGRANTEE'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 by subsection (a) above.
 - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - 1) Abide by the terms of the statement; and,
 - 2) 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 OHCSO within 10 days after receiving notice under subsection(d)(2) 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 subsections (a) through (f).

20. Certification for Contracts, Grants, Loans and Cooperative Agreements

The SUBGRANTEE certifies, to the extent required by Federal law and 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 SUBGRANTEE, 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 SUBGRANTEE agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

21. SUBGRANTEE Status.

- a. SUBGRANTEE certifies that the work performed under this Agreement is that of an independent contractor and that SUBGRANTEE is not an officer, employee or agent of the State as those terms are used in ORS 30.265 with respect to work performed under this Agreement.
- b. SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agents, employees and sub-contractors is the sole responsibility of SUBGRANTEE.
- c. SUBGRANTEE certifies that it is not employed by or contracting with the Federal government for the work covered by this Agreement.
- d. SUBGRANTEE certifies to the best of its knowledge and belief that neither the SUBGRANTEE nor any of its principals:
 - 1) Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- 3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and,
- 4) Have within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

22. Dual Payment

SUBGRANTEE shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the Federal government, unless such funds are used solely to increase the total services to be provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCSO.

23. Indemnity

SUBGRANTEE shall indemnify, defend and hold harmless the State of Oregon, OHCSO, its officers, agents, employees and members from all claims, suits or action of whatsoever nature resulting from or arising out of the activities or omissions of SUBGRANTEE or its subcontractors, agents or employees under this Agreement.

This indemnity provision shall not require SUBGRANTEE to defend or indemnify the State against any action based solely on the alleged negligence of the State. This indemnity provision shall be interpreted in accordance with any limitations imposed by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act.

24. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of OHCSO or the SUBGRANTEE to collect any payment due under this agreement or to obtain performance of any kind under this Agreement, the prevailing party is entitled to such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

25. Captions

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

26. Severability

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

27. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

28. Grant Waiver

If grant funds are used in conjunction with this Agreement, any recipient of grant funds, pursuant to this agreement with the state, shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of grant conditions that requires the state to return funds to the grantor, hold harmless and indemnify the state for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up the amount received under this Agreement.

29. Waiver

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

03/01/99

End of Part 2. General Provisions

Part 3. EXHIBITS AND ASSURANCES

The parties agree to the conditions, reporting requirements, compliance requirements and assurances listed below and attached as Exhibits hereto for each of the programs for which funds are provided to Subgrantee under this Agreement. The Exhibits, by item or program, are as follows:

ITEM or PROGRAM	EXHIBIT
Required Reports - Fiscal	Exhibit A
Required Reports - Program	Exhibit A
Subgrantee Assurances - All Programs	Exhibit B
AESP-Food	Exhibit C-16
BPA	Exhibit C-6
BPA T&TA	Exhibit C-6
BPA Leverage	Exhibit C-6
CFNP	Exhibit C-11
CSBG	Exhibit C-7
CSFP	Exhibit C-3
DOE T&TA	Exhibit C-6
DOE WX	Exhibit C-6
EHA	Exhibit C-12
ESGP	Exhibit C-9
GFFG	Exhibit C-20
HOME/TBA	Exhibit C-23
LIEAP Admin	Exhibit C-5
LIEAP Leverage	Exhibit C-5
LIEAP Program	Exhibit C-5
LIEAP WX	Exhibit C-6
LIRHF	Exhibit C-17

PVE WX	Exhibit C-6
PVE WX T&TA	Exhibit C-6
REACH	Exhibit C-25
SHAP	Exhibit C-13
FDPIR	Exhibit C-4
TEFAP	Exhibit C-2

EXHIBIT A

REQUIRED REPORTS

FISCAL REPORTS

REPORT	DESCRIPTION	DUE
Financial Status Report	I for each program by Federal Fiscal Year (FFY)	<u>Quarterly:</u> by the 20th of the month following the reporting period. <u>Final:</u> 60 days after expiration of the contract program period.
Request For Cash	I for each program by Federal Fiscal Year (FFY)	As needed. (If cash is needed at the same time a Financial Status Report is due, please attach Request for Cash to the Quarterly F.S.R.)

PROGRAM REPORTS

REPORT	DESCRIPTION	DUE
BPA WX	"BPA Report"	By the 5th of the month .
BPA WX	"Weatherization Quarterly Program Report" by FFY	10/15; 1/15; 4/15; 7/15
C of C OMNI 99-2001	Client Situation Change - Suggested	8/15
C of C	Homeless Quarterly Report	11/15; 2/15; 5/15; 8/15
CSFP	"Food Order" by FFY (FNS 155-A)	11/15; 2/15; 5/15; 8/15
CSFP	"Monthly Report of the Commodity Supplemental Food Program and Quarterly Administrative Financial Status Report" (FNS-153)	11/15; 2/15; 5/15; 8/15
CSFP	"Fiscal Year Actual Expenditure Report" by FFY	11/15; 2/15; 5/15; 8/15
CSFP OMNI 99-2001	Food Program Report	11/15
DOE WX	"Weatherization Quarterly Program Report" by FFY	10/15; 1/15; 4/15; 7/15
EHA	"Homeless Assistance Program - Program Narrative Report" by FFY	11/15; 2/15; 5/15; 8/15
EHA	Homeless Quarterly Report	11/15; 2/15; 5/15; 8/15
ESGP	"Homeless Shelter and Services Program - Program Narrative Report" by FFY	11/15; 2/15; 5/15; 8/15
ESGP	Homeless Quarterly Report	11/15; 2/15; 5/15; 8/15
GFFG	"Commodity Acquisitions Report"	July 31, 1998 January 31, 1999

REPORT	DESCRIPTION	DUE
GFFG OMNI 99-2001	Food Program Report	11/15
HSP OMNI 99-2001	Client Situation Change - Suggested	8/15
IITBA OMNI 99-2001	Client Situation Change	8/15
LIEAP	"LIEAP Hearings Report" by FFY	11/15; 2/15; 5/15; 8/15
LIEAP WX	"Weatherization Quarterly Program Report" by FFY	10/15; 1/15; 4/15; 7/15
LIEAP OMNI 99-2001	LIEAP Outcomes	8/15
LIRHF OMNI 99-2001	Client Situation Change	8/15
PVE WX	"Weatherization Quarterly Program Report" by FFY	10/15; 1/15; 4/15; 7/15
OMNI 99-2001	FOR ALL FUNDING SOURCES	See individual reports dates below
OMNI 99-2001	Budget to the Measures	11/15; 2/15; 5/15; 8/15
OMNI 99-2001	Client Measures	8/15
OMNI 99-2001	Agency, Vol., or Community Building Activities	8/15
OMNI 99-2001	Client Characteristics	8/15
OMNI 99-2001	Client Situation Change Suggested	8/15
OMNI 99-2001	Agency Involvement in Housing Services Suggested	8/15
OMNI 99-2001	Agency Scales Suggested	8/15
OMNI 99-2001	Community Equity Suggested	8/15
REACH	"Quarterly Progress Report"	11/15; 2/15; 5/15; 8/15
REACH OMNI 99-2001	REACH Outcomes	8/15
SHAP	"Homeless Shelter Program - Program Narrative Report" by FFY	11/15; 2/15; 5/15; 8/15
SHAP	Homeless Quarterly Report	11/15; 2/15; 5/15; 8/15
FDPIR	"Food Order" by FFY (FNS 155-A)	Monthly by the 3 rd week.
FDPIR	"Monthly Distribution of Donated Foods to Family Units" (FNS-152)	Monthly by the 15th of the month following the reporting period.
TEFAP	"Receipt and Distribution of Donated Commodities" (FNS-155)	Monthly by the 15th of the month following the reporting period

REPORT	DESCRIPTION	DUE
TEFAP OMNI 99-2001	Food Program Report	11/15
WX OMNI 99-2001	Weatherization Outcomes	8/15

Subgrantees shall obtain all necessary report forms from OHCSU.

All automated Quarterly reports will be ready for submitting within 24 hours if requested. Quarterly reports will not be submitted unless requested.

Annual reports must be on the desktop available for review 30 days after year end.

EXHIBIT B
ASSURANCES

SUBGRANTEE hereby assures and certifies that:

It will comply with Federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-102, A-110, A-122 and A-133, as they relate to the application, acceptance, and use of Federal Funds for this federally assisted project.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBGRANTEE receives Federal financial assistance. SUBGRANTEE will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) implementing regulations issued at 24 CFR part 1 and prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale or rental of housing or the provision of brokerage services or facilities in connection with the sale or rental of a dwelling because of race, color, religion or national origin.
5. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
6. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
7. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
8. It will 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.
9. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
10. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the work program(s) are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and that it will notify the Departments of Energy (DOE), Housing and Urban Development (HUD) or Health and Human Services (HHS) 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.
11. It shall comply with the Americans with Disabilities Act of 1990 (P.L. 101-336) and ORS 447.210 to 447.280.
12. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that

EXHIBIT B (Continued)

12. has been identified by the Secretary of HUD as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.
13. It will assist DOE, HUD or HHS in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. § 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity and notifying DOE, HUD or HHS of the existence of any such properties, and by (b) complying with all requirements established by the DOE, HUD or HHS to avoid or mitigate adverse effects upon such properties.
14. It will comply with Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the SUBGRANTEE agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, 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 Applicant receives Federal assistance from DOE.
15. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the SUBGRANTEE by DOE, this assurance obligates the SUBGRANTEE 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 SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases this assurance obligates the SUBGRANTEE for the period during which the Federal assistance is extended to the Applicant by DOE.
16. It will comply with the provisions of the Fair Housing Act (42 U.S.C. 3601-3620) and implementing regulations at 24 CFR part 100 and part 570.904 (c).
17. It will comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.
18. It will comply with Executive Order 11063 as amended by Executive Order 11259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107.
19. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170(u) and Executive Order 11246 (3 CFR 1964-1965 Comp., p 339), Executive Orders 11625, 12432 and 12138 and all implementing regulations issued pursuant to these statutes and authorities.
20. It will comply with the Fire Administration Authorization Act of 1992.
21. Where a primary objective of the Federal assistance is to provide employment or where the SUBGRANTEE's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the SUBGRANTEE agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and agrees not to discriminate on the ground of race, color, national origin, sex, age, or handicap in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff

EXHIBIT B (Continued)

or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs or other forms of compensation and use of facilities.

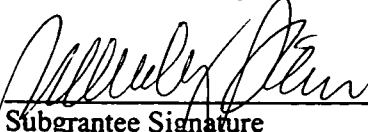
The SUBGRANTEE shall require any individual, organization or other entity with whom it subcontracts, subgrants or subleases for the purpose of providing any service, financial aid, equipment, property or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.

23. The SUBGRANTEE agrees to compile and maintain information pertaining to programs or activities developed as a result of the SUBGRANTEE's receipt of Federal assistance from DOE or HUD. Such information shall include, but is not limited to, the following:

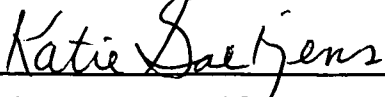
(1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and handicap; (3) data 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 unnecessarily denying access to any person on the basis of prohibited 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 DOE or HUD to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The SUBGRANTEE agrees to submit requested data to DOE or HUD regarding programs and activities developed by the SUBGRANTEE from the use of Federal assistance funds extended by DOE or HUD. Facilities of the SUBGRANTEE (including the physical plants, buildings or other structures) and all records, books, accounts and other sources of information pertinent to the SUBGRANTEE'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 DOE or HUD specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, DOE or HUD.

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 SUBGRANTEE by DOE or HUD, including installment payments on account after such date of application for Federal assistance which are approved before such date. The SUBGRANTEE 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 SUBGRANTEE, 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 SUBGRANTEE.


Subgrantee Signature
Beverly Stein, Chair
Multnomah County

May 20, 1999
Date


County Counselor for Multnomah County
Thomas Sponsler

5/12/99

EXHIBIT C-2
Compliance Requirements

THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules:

The Emergency Food Assistance Act of 1983 (Pub. L. 98-8, Title II, §§ 201 to 210), as amended by the Hunger Prevention Act of 1988 (Pub. L. 100-435, Title I, §§ 101 to 107).

7 CFR Part 250, as applicable
7 CFR Part 251
7 CFR 251.5 Eligibility determination
7 CFR 251.6 Distribution plan
7 CFR 251.7 Formula adjustments
7 CFR 251.8 Payment of funds for administrative costs
7 CFR 251.9 Matching Funds
7 CFR 251.10 Miscellaneous provisions

OAR 813.220-000

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon TEFAP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the TEFAP Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of food commodities.

SUBGRANTEE shall notify OHCSO and the U.S. Department of Agriculture, Food and Nutrition Services Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition, or not in compliance with specifications at the time of their delivery to SUBGRANTEE and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCSO for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, food commodities.

Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7 CFR § 250.14(a), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory, which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of food items being stored, and 5) permit inspection and inventory by OHCSO, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCSO due to noncompliance on the part of warehouse management.

SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

EXHIBIT C-3
Compliance Requirements

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following regulations, instructions and other documents:

7 CFR Part 247
7 CFR Part 250, as applicable
FMC-74-4
OAR 813-250-0000
ORS 458.505-458.515

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon CSFP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the CSFP Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall notify OHCSO and the U.S. Department of Agriculture Food and Nutrition Service Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition, or not in compliance with specifications at the time of their delivery to SUBGRANTEE and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCSO for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, food commodities.

Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7 CFR § 250.14(a), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of food items being stored, and 5) permit inspection and inventory by OHCSO, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCSO due to noncompliance on the part of warehouse management. SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

EXHIBIT C-4

Compliance Requirements

FOOD DISTRIBUTION PROGRAM ON INDIAN RESERVATIONS (FDPIR)

SUBGRANTEE and its subcontractors shall comply with all the requirements established by the following regulations, instructions and other documents:

07 CFR 250.00, As applicable
07 CFR 253.4 Administration.
07 CFR 253.5 State Agency Requirements.
07 CFR 253.6 Eligibility of household.
07 CFR 253.7 Certification of households.
07 CFR 253.8 Commodity control, storage and distribution

ORS 456.555

FNS Handbook 501 The Food Distribution Program on Indian Reservations.

The Oregon FDPIR State Plan corresponding to the Federal Fiscal Year for which funds are herein provided.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon TCFP State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the FDPIR Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of food commodities.

SUBGRANTEE shall notify OHCSO and the U.S. Department of Agriculture Food and Nutrition Service Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition or not in compliance with specifications at the time of their delivery to SUBGRANTEE, and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCSO for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to food commodities.

EXHIBIT C-4 (continued)

Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7CFR § 253.8 (a)-(c), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of food items being stored, and 5) permit inspection and inventory by OHCSO, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCSO due to noncompliance on the part of warehouse management. SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

EXHIBIT C-5

Compliance Requirements

LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations, instructions, stipulations and rules.

45 CFR § 1010.1-1 et seq. - Civil Rights Program Requirements of CSA Grantees.

Instructions and Stipulations of the Social Security Administration.

ORS Chapter 458

OAR 813-200-000 et seq.

Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35;)

Coates Human Services Reauthorization Act of 1998 (P.L. 105-285;)

45 Code of Federal Regulations, Part 96; FSA IM-91-3

31 Code of Federal Regulations, Part 205; CMIA

7 CFR 272.1 (c), 45 CFR 205.50, 42 CFR 431 subpart F and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the Program and then only to the extent permitted under the above. Care shall be taken to secure all files in the office so that unauthorized personnel do not have access to them.

General information, policy statements or statistical material which cannot be identified with any individual or family is not classified and may be given to, or provided by, agencies, helping organizations or contracted parties, unless restricted by Oregon Statutes, Federal Regulations or court orders.

All records shall be open to any and all federal, state and subgrantee auditors and/or examiners in the course of their normal auditing procedures.

Subgrantee intake workers, whether employees, agents or volunteers shall sign a form acknowledging that they have been advised that information regarding LIEAP intakes is confidential.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon LIHEAP State Plan(s), the LIEAP Operator's Manual(s) and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), Manual(s) and Agreement(s) from the LIEAP Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

EXHIBIT C-6
Compliance Requirements

LOW-INCOME ENERGY ASSISTANCE PROGRAM WEATHERIZATION (LIEAP WX)
DEPARTMENT OF ENERGY WEATHERIZATION (DOE WX)
DEPARTMENT OF ENERGY TRAINING & TECHNICAL ASSISTANCE (DOE T/TA)
PETROLEUM VIOLATION ESCROW FUNDS (PVE)
PETROLEUM VIOLATION ESCROW TRAINING & TECHNICAL ASSISTANCE (PVE T/TA)
BONNEVILLE POWER ADMINISTRATION (BPA)
BONNEVILLE POWER ADMINISTRATION TRAINING & TECHNICAL ASSISTANCE
(BPA T/TA)
BONNEVILLE POWER ADMINISTRATION LEVERAGE (BPA LEVERAGE)

Except as noted SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations, instructions, stipulations, and rules as it relates to the specific program(s) as listed above:

Human Services Reauthorization Act (Pub. L. 98-558, Title VI) for LIEAP WX; Energy Conservation and Production Act, Title IV, Part A (Pub. Law 94-385) for DOE WX;

10 CFR 400.24 - Recordkeeping
10 CFR 440.10 to 440.30
10 CFR 600.100-505 LIEAP, DOE, PVE
45 CFR, Part 96 - LIEAP, DOE
45 CFR, Part 74 - LIEAP, DOE

ORS 456.515 to 456.725

ORS Chapter 458

OAR 813-200-000 et seq.

Weatherization Assistance Guidelines, Published June 1, 1997, as amended, Department of Energy.
Bonneville Power Administration (BPA) Low Income Weatherization Contract.
National Historic Preservation Act of 1966.
Instructions and stipulations of the Social Security Administration, Department of Energy.

Except PVE funds shall not be required to comply with:
10 CFR 440.18(a)

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon DOE and/or LIEAP currently accepted State Plan(s) and Agreements(s), if any, (which shall supersede any previous plans or agreements), between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the Weatherization Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

EXHIBIT C-7

Compliance Requirements

COMMUNITY SERVICES BLOCK GRANT (CSBG)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes and rules:

Community Services Block Grant Act of 1981 (Title II of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35) Subsection 675(c)(1)(vi), Subsection 675(c)(1)(vii) and Subsection 675(c)(1)(E), as amended by P.L. 101-501; P.L. 103-252; Dept. Of Labor, Health and Human Services, Education and Related Agencies Appropriation of 1999.

OAR 813-210-0000 et seq.
ORS 458.505-458.515

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon CSBG State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the CSBG Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

No CSBG funds provided under this agreement may be used for the purchase or improvement of land, or the purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

SUBGRANTEE's governing board (private non-profit) or an advisory board (public) must be comprised of 1/3 low-income representatives, 1/3 business and 1/3 elected officials, or their designees.

EXHIBIT C-9
Compliance Requirements

EMERGENCY SHELTER GRANT PROGRAM (ESGP)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations, and rules for the particular program funds used by SUBGRANTEE.

OAR 813-240-0000 through 813-240-0800
ORS 458.505 - 458.615
ORS Ch. 411

Pub. L. 100-77 (Stewart B. McKinney Homeless Assistance Act), as amended by Pub. L. 100-628 (42 U.S.C. 11371-78) and by Title VIII, § 832 of Pub. L. 101-625.

Section 104(g)(1) of the Housing and Community Development Act of 1974 and implementing regulations at 24 CFR Part 58 (Environmental Review responsibilities), if SUBGRANTEE is a unit of general local government.

24 CFR § 58.5 -- Additional Environmental Requirements.
24 CFR Part 85, if SUBGRANTEE is a governmental entity.
24 CFR § 576.1 - 576.89
54 FR 42306, 54 FR 4946, 54 FR 1772, 58 FR 62992

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon Comprehensive Homeless Assistance Plan(s) and the Agreement(s), if any, between Oregon and the responsible Federal agency. SUBGRANTEE may obtain a copy of these Plans and Agreements from the Homeless Program Representative, Housing and Community Services Department, 1600 Street, Salem, OR 97301-4246.

SUBGRANTEE shall 1) take all reasonable steps to minimize the displacement of families, individuals, businesses, non-profit organizations, and farms as a result of a project assisted with ESGP funds, 2) ensure that the address or location of any family violence shelter project assisted with ESGP funds is not made public without the express written authorization of the person(s) responsible for operation of the shelter, and 3) SUBGRANTEE further agrees to comply with the provisions of the environmental requirements of 24 CFR Part 58 as applicable under Section 104(g) of the Housing and Community Development Act of 1974 with respect to funds provided under this Grant Agreement.

EXHIBIT C-9 (continued)

No more than 30% of the ESGP funds provided under this agreement may be used for the provision of essential services and none may be used for such purposes unless the essential services meet the conditions specified in 24 CFR § 576.21(b)(2). No more than 30% of the ESGP funds provided under this agreement may be used for homeless prevention activities and none may be used for such activities in the form of financial assistance to individuals or families that have received eviction notices or notices of termination of utility services unless the conditions of 24 CFR § 576.21(a)(4)(ii) are met.

If SUBGRANTEE does not obligate and spend all ESGP funds in accordance with 24 CFR § 576.55(a)(2), the amount of ESGP funds provided to SUBGRANTEE by this agreement shall be reduced by the amount of such funds that were not obligated and spent within the specified time period.

Any disallowance of costs for SUBGRANTEE's failure to meet continued use requirements for ESGP funds shall be on a pro-rata basis based on the actual amount of time such shelters or activities were used for ESGP purposes.

EXHIBIT C-11

Compliance Requirements

COMMUNITY FOOD AND NUTRITION PROGRAM (CFNP)

Community Services Block Grant Act as amended by Pub. L. 103-252.

Human Services Amendments v. 1994.

45CFR, subsection 1010.1-1 et seq. - Civil Rights Program Requirements. Instructions and stipulations of the Social Security Administration.

SUBGRANTEE shall ensure that its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances or terms set forth in the Oregon Community Food and Nutrition Program (CFNP) Work Plan and any agreements regarding CFNP between Oregon and the U.S. Office of Community Services, corresponding to the Federal Fiscal year(s) for which funds are herein provided. **SUBGRANTEE** may obtain a copy of the Work Plan and any such agreements from the CFNP Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall ensure that all CFNP funds shall be used in accordance with P.L. 101-105.

- 1) To coordinate existing private and public food assistance resources, whenever such coordination is determined to be inadequate, to better serve low-income populations;
- 2) To assist low-income communities to identify potential sponsors of child nutrition programs and to initiate new programs in underserved or unserved areas; and,
- 3) To develop innovative approaches at the State and local level to meet the nutritional needs of low-income people.

ORS 456.515 to 456.725 and ORS Ch. 458.

ORS 458.525 to 458.545.

OAR 813-210-0000

EXHIBIT C-12

Compliance Requirements

EMERGENCY HOUSING ACCOUNT FUND (EHA)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE.

OAR 813-46-010 through 813-46-085
Oregon Housing Fund ORS 458.505 - 458.650

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in Oregon Administrative Rules 813-46-010 through 813-46-085. Funds received shall be used to provide: (a) Emergency shelter and supportive services; (b) Transitional Housing services designed to assist individual and households to make the transition from homelessness to permanent housing and economic independence; (c) Supportive housing services designed to enable persons to continue living in their own homes or to provide in-home services for persons for whom suitable programs do not exist in their geographic area; (d) Programs that provide emergency payment of home payments, rents or utilities; or, programs, activities and projects that expand community partnerships and/or awareness.

The Emergency Housing Account was established to assist homeless persons and those persons who are at risk of becoming homeless. Program assistance shall be available to Low and Very-Low Income persons including but not limited to, persons more than 65 years of age, disabled persons, farmworkers and Native Americans.

Funds shall not be used to replace existing funds, but may be used to supplement existing funds. An organization may use funds to establish new programs. However, if a new program is established, the organization must explain how continued funding for that program will be obtained if the program is considered a priority on a continual basis.

Up to five (5%) percent of the EHA Funds may be used for administration by Housing and Community Services Department SUBGRANTEES. If service delivery is being provided through a SUBGRANTEE subcontractor, five (5%) percent of the total subcontractor allocation is available for admin use by the subcontractor.

If SUBGRANTEE does not obligate and spend all EHA Funds allocated on an annual basis, the amount of EHA Funds provided to SUBGRANTEE by this Agreement shall be reduced by the amount of such funds that were not obligated and spent within the specified time period.

EXHIBIT C-12(continued)

Any disallowance of costs for SUBGRANTEE's failure to meet continued use requirements for EHA Funds shall be on a pro-rata basis based on the actual amount of time such shelters or activities were used for EHA purposes.

SUBGRANTEE shall maintain records on clients served and prepare an annual report as to the types of services provided and the number of clients receiving those services. The report requirements are included in the Work Plan.

EXHIBIT C-13

Compliance Requirements

STATE HOMELESS ASSISTANCE PROGRAM (SHAP)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE.

OAR 813-240-000 through 813-240-080
ORS 458.505 - 458.615

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in Oregon Administrative Rules 813-240-000 through 813-240-080. Funds received shall be used to provide: (a) Emergency shelter including but not limited to, operational costs, shelter conversion or rehabilitation, education and salaried for staff; and; (b) auxiliary activities designed to lead the participant out of the shelter. Such activities may include, but are not limited to nutritional assistance, personal hygiene, payment referral and counseling services.

Emergency Shelter assistance shall be available to homeless individuals and families.

Funds shall not be used to replace existing funds, but may be used to supplement existing funds. An organization may use funds to establish new programs. However, if a new program is established, the organization must explain how continued funding for that program will be obtained if the program is considered a priority on a continual basis.

Up to five (5%) percent of the SHAP Funds may be used for administration by Housing and Community Services Department SUBGRANTEES. If service delivery is being provided through a SUBGRANTEE subcontractor, five (5%) percent of the total subcontractor allocation is available for admin use by the subcontractor.

If SUBGRANTEE does not obligate and spend all SHAP Funds allocated on an annual basis, the amount of SHAP Funds provided to SUBGRANTEE by this Agreement shall be reduced by the amount of such funds that were not obligated and spent within the specified time period.

EXHIBIT C-16
Compliance Requirements

ALBINA EMERGENCY SERVICES PROGRAM (AESP) - FOOD

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following regulations and rules:

All applicable rules, regulations and assurances set forth by the Oregon Food Bank regarding the Temporary Emergency Food Assistance Program (TEFAP). These rules include, but are not limited to:

- 7 CFR 250, as applicable
- 7 CFR Part 251
- OAR 813-220-000 to 0060

EXHIBIT C-17

Compliance Requirements

LOW INCOME RENTAL HOUSING FUND (LIRHF)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE.

Chapter 716, Oregon Laws 1991

ORS 458.350 through 458.365

OAR 813-049-0001 et, seq.

Low Income Rental Housing Fund Subgrantee Manual

The Low Income Rental Housing Funds will be awarded to very low income households who are homeless or in danger of losing their rental units due to involuntary hardship, but who can benefit from local community resources aimed at transitioning the household to self-sufficiency during the grant period. A grant may cover rental payments and a reasonable refundable security deposit.

Subgrantee will ensure that each household to whom it provides rental assistance through the Program receives social services directed to the goal of enabling the household to become self-sufficient by the time the assistance terminates. These social services shall be funded by resources other than Program funds.

Subgrantee will provide rental assistance payments only in connection with dwelling units which:

Are "habitable" pursuant to ORS 90.320;

Rent for an amount which is reasonable, based on rents that are charged for comparable unassisted units; and

Are not owned or actively managed by a housing authority pursuant to ORS 456.055 through 456.235.

EXHIBIT C-20

Compliance Requirements

GENERAL FUND FOOD GRANT (GFFG)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules:

Chapter 725, Oregon Laws 1993

ORS 456.555

OAR 813-250-000 through 813-250-040 regarding administration of the Food Assistance Funds

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of these funds, nor will these funds be used to replace or supplant other funds in supporting the work of Regional Coordinating Agencies (RCA's) and their member programs. The funds are intended to build capacity throughout the statewide network and will be used to assist all areas of the State.

SUBGRANTEE will expend these funds in the following amounts for the following purposes, maximizing resources for low-income individuals.

\$375,417 to be used to establish grants for regional food distribution agencies to link their clients to other social service agencies in the region.

\$375,418 to be used to demonstrate the benefits of local control of commodity purchasing.

SUBGRANTEE will ensure that linkages means those activities and/or information designed to ensure that participants in food assistance programs are made aware of and directed to other services and resources for which they may be eligible, and that may be of assistance in reducing their need for emergency food. Linkage projects will be defined in broad terms to ensure flexible uses for the funds to best meet community, agency, and client needs.

SUBGRANTEE shall be responsible for creating new projects that expand the cooperative efforts of its network and other organizations for the benefit of people served. However, these funds may also be used to replicate or expand existing linkage projects.

SUBGRANTEE shall be responsible for ensuring appropriate uses of linkage funds which will include:

- Nutrition education;
- Increasing business involvement in hunger relief efforts;
- Increasing information available to emergency food program clients regarding programs that may be of assistance in improving their life conditions; and
- Quality public education campaigns.

EXHIBIT C-23

Compliance Requirements

HOME TENANT-BASED RENTAL ASSISTANCE (HOME TBA)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE.

HOME INVESTMENT PARTNERSHIP ACT, Title II, pub.L.101-625, 42 U.S.C. 12701-12839

LEAD-BASED PAINT POISONING PREVENTION ACT 42 U.S.C 4821 et seq.

OMB Circular No. A-87, A-122, A-133

24 CFR Part 5.105 (a), General HUD Program Requirement

24 CFR Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures

24 CFR Part 84, Grants and Agreements with Institution of Higher Education, Hospitals, and Other Non-Profit Organizations

24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

24 CFR Part 92, HOME Investment Partnerships Program, Final Rule

24 CFR Part 135, Economic Opportunities for Low and Very Low Income Persons

24 CFR Part 982.401, Housing Quality Standards

HOME Tenant-Based Rental Assistance Subgrantee Manual

The HOME Tenant-Based Rental Assistance funds will be awarded to very low and low-income recipients who are homeless or in danger of losing their rental units due to involuntary hardship. A contract may cover rental payments for up to 24 months, plus a reasonable refundable security deposit. The contract can be renewed.

Income eligibility must be determined and verified for each family assisted. Income, household size, and household composition must be reviewed on an annual basis.

The rental unit must meet Housing Quality Standards and the rent must be reasonable, based on rents for comparable unassisted rental units, during the period of assistance. The lease between a tenant and the owner of the rental unit must comply with the tenant and participant protections in 24 CFR 92.253 (a) and (b).

All eligibility criteria must be met before the rental assistance contract is signed and funds are awarded to recipients.

Requests for Disbursements of Funds - The subgrantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs, and then must limit any request to the amount then needed. In accordance with 24 CFR Part 92.502 (c) (2) HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to the C/MI System for deposit by HUD in the participation jurisdiction's United States Treasury account of the Home Investment Trust Fund.

Non-Federal Match - The subgrantee will comply with applicable match requirements as set forth in 24 CFR 92.218 through 92.222.

Conflict of Interest - No official or employee of the Subgrantee, its subcontractors or OHCSO shall have any direct or indirect financial interest in the TBA funds as such interest is defined in applicable Federal or State Law.

Compliance Requirements

RESIDENTIAL ENERGY ASSISTANCE CHALLENGE GRANT (REACH)

SUBGRANTEE and its subcontractors shall comply with all of the requirements established by the following statutes, regulations, instructions, stipulations and rules.

62 FR 61344, 61 FR 45985, 63 FR 41685-effective 8-4-98.

61 FR 35518-35546 - Residential Energy Assistance Challenge Option Program

45 CFR § 1010.1-1 et seq. - Civil Rights Program Requirements of CSA Grantees.

Instructions and Stipulations of the Social Security Administration.

OAR 813-200-000 et seq.

OAR 813-210-000 et seq.

ORS 456.515-456.725

Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35;)

Human Services Reauthorization Act of 1984 (Title VI, P.L. 98-558;)

Human Services Reauthorization Act of 1986 (Title V, P.L. 99-425;)

Augustus F. Hawkins Human Services Re authorization Act of 1990 (P.L. 101-501)

45 Code of Federal Regulations, Part 96; FSA IM-91-3

7 CFR 272.1 (c), 45 CFR 205.50, 42 CFR 431 subpart F and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the Program and then only to the extent permitted under the above. Care shall be taken to secure all files in the office so that unauthorized personnel do not have access to them.

General information, policy statements or statistical material which cannot be identified with any individual or family is not classified and may be given to, or provided by, agencies, helping organizations or contracted parties, unless restricted by Oregon Statutes, Federal Regulations or court orders.

All records shall be open to any and all federal, state and subgrantee auditors and/or examiners in the course of their normal auditing procedures.

Subgrantee intake workers, whether employees, agents or volunteers shall sign a form acknowledging that they have been advised that information regarding REACH-assisted clients is confidential.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon REACH State Plan(s), the REACH Operator's Manual(s) and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), Manual(s) and Agreement(s) from the REACH Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

MEETING DATE: MAY 20 1999
AGENDA NO: C-5
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL SERVICES CONTRACT WITH EVERCLEAN MAINTENANCE BEYOND THREE YEARS

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111 X22651
BLDG/ROOM #: 421/1st floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB Exemption request to extend the custodial services contract with Everclean Maintenance beyond three years

5/26/99 copies to FRANNA HATHAWAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT _____
MANAGER: D. Boyer

BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 AM 9:59
MULTI-COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager
Purchasing Section

TODAY'S DATE: May 10, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

RE: PCRB EXEMPTION REQUEST TO EXTEND THE CUSTODIAL
SERVICES CONTRACT WITH EVERCLEAN MAINTENANCE
BEYOND THREE YEARS

I. Recommendation/Action Requested:

The Environmental Services Department, Facilities and Property Management Division requests approval of an exemption to extend the custodial services contract with Everclean Maintenance beyond three years, from February 1, 1999 to October 31, 1999.

II. Background/Analysis:

Multnomah County Health Clinics currently receive janitorial services from two separate contractors. Due to changes in Health Clinic Accreditation (JCAHO), the Health Department has requested that the custodial services for all health facilities be provided under one contract. The extension of the contract with Everclean Maintenance will match the termination date of the other contract and allow the Facilities and Property Management Division to conduct the bidding of custodial services for all health facilities in one contract.

III. Financial Impact:

The original contract amount was \$245,072 with previous amendments totaling \$533,000. The increased amount requested is \$202,275 for the extended period.

IV. Legal Issues:

PCRB Rule 10.060 sets the contract period for three years but also allows for the Board of County Commissioners to grant an exemption to this requirement as stated in PCRB Rule 10.140.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

A formal procurement process will be followed in the selection of a single contractor to provide custodial services for all health facilities.

VII. Citizen Participation
N/A

VIII. Other Government Participation:
N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

RECEIVED
99 APR 19 AM 10:24
MULTNOMAH COUNTY

Memorandum

To: Franna Hathaway, Purchasing Manager
Through: Larry Nicholas, DES Director *Larry D. Nicholas*
From: Warren Gray / Facilities Management
Date: April 12, 1999
Re: Exemption to exceed 84% of original contract

I am writing to request exemption for providing additional Custodial Services on contract # 301166 for Health Facilities with Everclean Maintenance to be added to the scope of Custodial Services. This is due to the change of the scope of work listed in the original contract as defined below.

Multnomah County Health Clinics currently receive janitorial services from two separate contractors. Due to changes in Health Clinic Accreditation (JCAHO), the Health Department has requested that we group the Health Facilities under one contract. To accomplish this, we are requesting an exemption for Everclean Maintenance, Contract #301166 to be extended beyond its three year term to October 31, 1999. This extension will match the termination date of the second contract and allow us to bid all Health Facilities in one contract.

The original contract amount was \$245,072.00 with previous amendments totaling \$533,000.00. The increased amount requested is \$202,275.00 for the enclosed additional services. This increase will bring the total contract amount to \$980,347. This amount is not within the 20% for this type of contract. Fund information for this request is 410-030-5630.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD
ORDER NO. 99-84

Exempting the custodial services contract with Everclean Maintenance from the three (3) year contract limitation,

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140 and 20.060, a request from the Department of Environmental Services, Facilities and Property Management Division for an exemption to extend the custodial services contract with Everclean Maintenance beyond three years, from February 1, 1999 to October 31, 1999.
- b. As it appears in the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that the Health Department, in order to facilitate its Health Clinic Accreditation, has requested that the custodial services for all health facilities be provided under one contract. The extension of the contract with Everclean Maintenance will allow the Facilities and Property Management Division to conduct the bidding of custodial services for all health facilities in one contract.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140 and 20.060.

The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of custodial services from Everclean Maintenance be exempted from the three (3) year contract limitation and extended for the period February 1, 1999 to October 31, 1999.

APPROVED this 20 day of May, 1999.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING
AS THE PUBLIC CONTRACT REVIEW BOARD



Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By  _____
John Thomas, Assistant County Counsel

MEETING DATE: MAY 20 1999
AGENDA NO: C-4
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO EXCEED THE 20% CHANGE ORDER
LIMITATION ON THE ELEVATOR MAINTENANCE CONTRACT WITH MONTGOMERY
KONE, INC.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111 X22651
BLDG/ROOM #: 421/1st floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB Exemption request to exceed the 20% change order limitation on the elevator maintenance contract with Montgomery Kone, Inc.

5/26/99 copies to FRANNA HATHAWAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: D. Boyer

CLERK OF
COUNTY
99 MAY 12 4:09 PM
MULTICOUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager
Purchasing Section

TODAY'S DATE: May 11, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

RE: PCRB EXEMPTION REQUEST TO EXCEED THE 20% CHANGE
ORDER LIMITATION ON THE ELEVATOR MAINTENANCE
CONTRACT WITH MONTGOMERY KONE, INC.

I. Recommendation/Action Requested:

The Environmental Services Department, Facilities and Property Management Division requests approval of an exemption to exceed the 20% change order limitation on the elevator maintenance contract with Montgomery Kone, Inc., for additional services at the Multnomah Building.

II. Background/Analysis:

Montgomery Kone, Inc. has a contract with the County to provide elevator maintenance services. The newly bought Multnomah Building has four Montgomery traction elevators and one Montgomery hydraulic elevator, for which Montgomery Kone, Inc. is the current provider of maintenance services. These services have to be added to their contract with the County, thus bringing the aggregate increase to over 20% of the original contract amount.

III. Financial Impact:

The original contract amount was \$705,630. The increased amount requested for the additional services is \$44,259. Together with previous amendments totaling \$458,650, the aggregate increase is over 20% of the original contract amount.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Current County policies require that change orders that exceed 20% of the original amount of the contract must be exempted from formal competitive bidding by the Public Contract Review Board.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

RECEIVED
DIVISION OF FACILITIES SECTION
99 APR 20 PM 3:34
MULTNOMAH COUNTY

Memorandum

To: Franna Hathaway, Purchasing Manager
Through: Larry Nicholas, DES Director *Larry E. Nicholas*
From: Robert Lilly / Facilities Management
Date: April 19, 1999
Re: Exemption to exceed 71% of original contract

I am writing to request exemption for providing additional elevator maintenance services on contract # 4003887 for the Multnomah Building with Montgomery Kone, Inc. to be added to the scope of maintenance services. This is due to the increase of the scope of work listed in the original contract as defined below.

Add Four (4) Montgomery Traction Elevators (CT-53072, 73, 74m & 75) and add One (1) Montgomery Hydraulic Elevator (CP-53076) to the above referenced maintenance agreement for elevators at the Multnomah Building.

The increased amount requested is \$44,259.00 for the enclosed additional services. This increase will bring the total contract amount to \$1,208,539.00. The original contract amount was \$705,630.00. This amount is not within the 33% for this type of contract. Fund information is 410-030-5630.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD
ORDER NO. 99-85

Exempting the elevator maintenance contract with Montgomery Kone, Inc. from the 20% change order limitation,

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140 and 20.060, a request from the Department of Environmental Services, Facilities and Property Management Division for an exemption to exceed the 20% change order limitation on the elevator maintenance contract with Montgomery Kone, Inc.
- b. As it appears in the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that additional elevator maintenance services at Multnomah Building have to be added to the contract with Montgomery Kone, Inc.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140 and 20.060.

The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of elevator maintenance services from Montgomery Kone, Inc. may be increased by approximately 71% to a total of \$1,208,539.

APPROVED this 20 day of May, 1999.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING
AS THE PUBLIC CONTRACT REVIEW BOARD


Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
John Thomas, Assistant County Counsel

MEETING DATE: MAY 20 1999
AGENDA NO: C-7
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO EXTEND THE ELEVATOR MAINTENANCE CONTRACT WITH NORTHWEST ELEVATOR COMPANY BEYOND THREE YEARS

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/Purchasing

CONTACT: Franna Hathaway TELEPHONE #: 248-5111
BLDG/ROOM #: 421/1st floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB Exemption request to extend the elevator maintenance contract with Northwest Elevator Company beyond three years.

5/26/99 copies to FRANNA HATHAWAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: D. Boyer/12

CLERK OF
COUNTY COMMISSIONERS
99 MAY 12 11 05 AM
CLERK OF
COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Manager
Purchasing Section

TODAY'S DATE: May 11, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

RE: PCRB EXEMPTION REQUEST TO EXTEND THE ELEVATOR
MAINTENANCE CONTRACT WITH NORTHWEST ELEVATOR
COMPANY BEYOND THREE YEARS

I. Recommendation/Action Requested:

The Environmental Services Department, Facilities and Property Management Division requests approval of an exemption to extend the elevator maintenance contract with Northwest Elevator Company beyond three years, from December 1, 1999 to July 31, 2001.

II. Background/Analysis:

Currently the County has elevator maintenance contracts with two different vendors, Montgomery Kone, Inc. and Northwest Elevator Company. The Montgomery Kone contract expires on July 31, 2001 and the Northwest Elevator Company contract expires on November 30, 1999. The Facilities and Property Management Division intends to have all elevator maintenance services provided by one contractor in future, which will simplify and streamline the work of administrative and project management staff. The extension of the contract with Northwest Elevator Company will make it coincide with the expiration of the other contract. A formal procurement process will be followed to select one contractor to provide elevator maintenance services for all County facilities upon the expiration of these two contracts.

III. Financial Impact:

The original contract amount was \$179,373.60 with previous amendments totaling \$75,881.00. The increased amount requested is \$4,795 per month for twenty months for a total addition of \$95,900.00.

IV. Legal Issues:

PCRB Rule 10.060 sets the contract period for three years but also allows for the Board of County Commissioners to grant an exemption to this requirement as stated in PCRB Rule 10.140.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

A formal procurement process will be followed in the selection of a single contractor to provide elevator maintenance services for all County facilities.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

RECEIVED
99 APR 14 PM 1:47
MULTNOMAH COUNTY

Memorandum

To: Franna Hathaway, Purchasing
Through: Larry Nicholas, DES *Larry Nicholas*
From: Bob Lilly, Facilities Management
Date: 03/26/99
Re: County Elevator Contracts

I am writing in regards to the status of the County's elevator maintenance contracts. Currently we have contracts with two vendors, Montgomery-Kone, #800913 and NW Elevator, #300687. The contracts expire at different times, (Montgomery-Kone's expires July 31, 2001 and NW Elevators expires November 30, 1999). It is my goal, as the person in charge of the elevator maintenance contracts for the County, to have all elevators under one contractor. This will simplify things for all involved, FM dispatch and after hours staff won't have to refer to a list to determine who to call for service, I will have to deal with only one vendor on all related issues, administration staff will have less paperwork to process, etc. Since the difference in the two current contracts is only 20 months, I am requesting an exemption to extend NW Elevator's contract to coincide with the expiration of Montgomery-Kone's contract. At that time the entire maintenance contract for all County facilities could be put out to bid for one contractor. It would seem a waste of time and money to put NW Elevator's portion of the facilities out to bid for a short term contract and then do it all over again in 20 months.

We will need to add \$4,795 per month for twenty months for a total addition of \$95,900.00. The original contract amount was estimated at \$179,373.60 and amended by \$75,881.00. The new total for this contract will be \$351,154.60. This is a unit price contract, total may exceed estimated total.

Thank you for your consideration in this matter.

Sincerely, Bob Lilly

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD
ORDER NO. 99-86

Exempting the elevator maintenance contract with Northwest Elevator Company from the three (3) year contract limitation,

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140 and 20.060, a request from the Department of Environmental Services, Facilities and Property Management Division for an exemption to extend the elevator maintenance contract with Northwest Elevator Company beyond three years, from December 1, 1999 to July 31, 2001.
- b. As it appears in the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that Facilities and Property Management Division intends to have elevator maintenance services for all County facilities provided under one contract. The extension of the contract with Northwest Elevator Company will allow Facilities and Property Management Division to conduct the bidding of elevator maintenance services for all County facilities in one contract.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140 and 20.060.

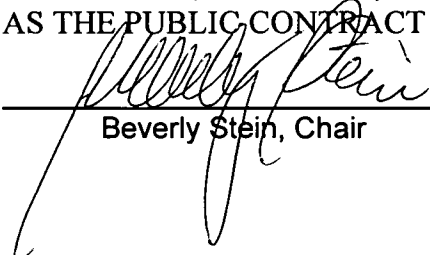
The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of elevator maintenance services from Northwest Elevator Company be exempted from the three (3) year contract limitation and extended for the period December 1, 1999 to July 31, 2001.

APPROVED this 20 day of May, 1999.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING
AS THE PUBLIC CONTRACT REVIEW BOARD


Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
John Thomas, Assistant County Counsel

MEETING DATE: May 20, 1999
AGENDA #: R-2
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Department of Environmental Services RESULTS Presentation

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, May 20, 1999
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Stan Ghezzi TELEPHONE #: 248-3757, ext. 225
BLDG/ROOM #: 446

PERSON(S) MAKING PRESENTATION: Stan Ghezzi, John Lindenthal and Ed Wortman

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Results from RESULTS: Hawthorne Bridge Renovation Project

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 PM 5:32
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

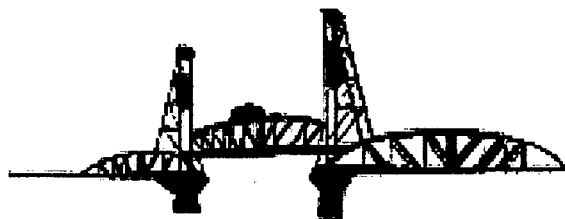
Any Questions? Call the Board Clerk @ 248-3277

Hawthorne Bridge Painting and Deck Replacement Project



“The County Team”

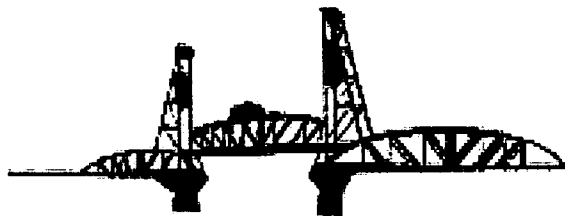
- Bridge Section (Engineers, Maintenance, Electricians, Administration, Bridge Operators)
- BCC, County Counsel, PAO, Risk Mgmt, Facilities Mgmt, Finance, Employee Services, County Health Dept, DES Admin and Transportation Div which includes Planning, Traffic, Permits and Administration.



Hawthorne Bridge
Rehabilitation Project

Challenges and Solution

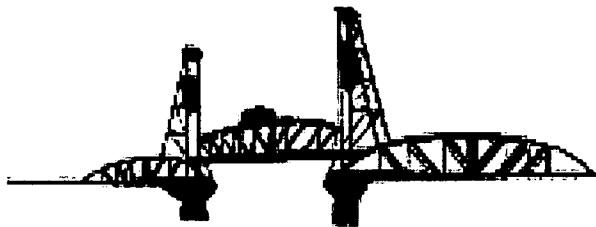
- **Challenges** - The historic, 89-year old Hawthorne Bridge suffered from a failed paint system, worn out deck and narrow sidewalks. It had a limited life expectancy and there were limitations to access for pedestrians, bicycles and physically challenged people.
- **Solution**- A \$21 mil rehabilitation to replace the paint system, deck, sidewalks and wire ropes, strengthen structure, improve access and renovate machinery house.



Hawthorne Bridge
Rehabilitation Project

Formal Partnering Program

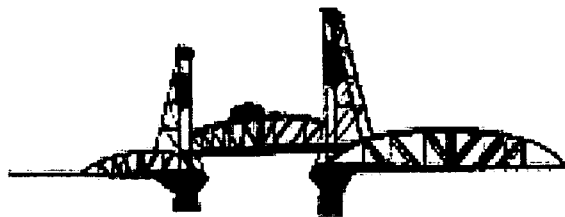
- Benefits: improve quality; save time & money
- Two-day workshops at start of Design and Construction phases
- Charter
- Proactive Disputes Review Board
- Oregon Transportation Quality Initiative Award for Interagency Partnering



Hawthorne Bridge
Rehabilitation Project

Proactive Outreach Program

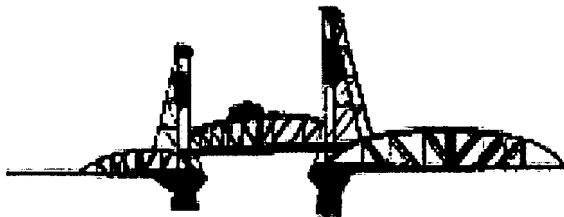
- Early user and community involvement
- Active use of County Public Affairs Office
- Project web site
- Media visits



**Hawthorne Bridge
Rehabilitation Project**

Tangible Outcomes

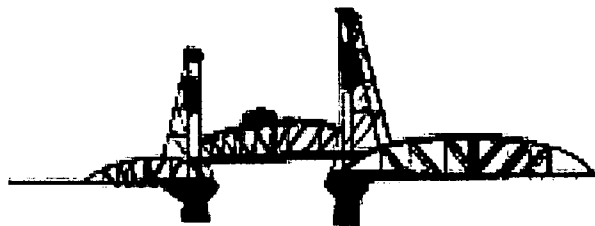
- Extended service life of a valuable county asset
- Preserved a major cultural and historic resource
- Full multi-modal facility
- Partnering charter goals and results
- Minimal disruptions to public & river users
- Good safety record during construction
- Reduce, Reuse, Recycle



Hawthorne Bridge
Rehabilitation Project

Conclusion

- Challenged employees to higher performance
- Partnership approach - major factor in a successful project
- Delivery of a quality project safely and within budget
- "State of the art" model for future bridge projects
- Realized over \$6 mil in savings



Hawthorne Bridge
Rehabilitation Project

Reopening - April 24, 1999



MEETING DATE: MAY 20 1999
AGENDA NO: R-3
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: National Emergency Medical Services Week Proclamation

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 20, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Eddie Campbell

TELEPHONE #: 306-5834

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Julie Ferguson from American Medical Response

ACTION REQUESTED:

TERREY MARSH

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Proclamation Declaring May 16-22, 1999 National Emergency Medical Services Week

5/20/99 ORIGINAL to TERREY MARSH, COPIES to EDCAMPBELL & BILL COLLINS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

Beverly Klein

BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 PM 3:28
MULTI-COUNTY
OFFICE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

PROCLAMATION NO. _____

DESIGNATING THE WEEK OF MAY 16 THROUGH 22, 1999 AS "EMERGENCY MEDICAL SERVICES WEEK"

The Multnomah County Board of Commissioners finds:

- a. Emergency medical service is a vital public service.
- b. The members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours a day, seven days a week.
- c. Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury.
- d. Emergency medical services providers have traditionally served as the safety net of America's health care system.
- e. Emergency medical teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others.
- f. Approximately two-thirds of all emergency medical services providers are volunteers.
- g. The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.
- h. Americans benefit daily from the knowledge and skills of these highly trained individuals.
- i. It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating "Emergency Medical Services Week."
- j. Injury prevention and the appropriate use of the EMS system will help reduce national health care costs.

The Multnomah County Board of Commissioners proclaims:

In recognition of this event, the week of May 16-22, 1999 shall be recognized in Multnomah County as "EMERGENCY MEDICAL SERVICES WEEK."

Adopted this 20th day of May, 1999.

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

Beverly Stein, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 99-87

DESIGNATING THE WEEK OF MAY 16 THROUGH 22, 1999 AS "EMERGENCY MEDICAL SERVICES WEEK"

The Multnomah County Board of Commissioners finds:

- a. Emergency medical service is a vital public service.
- b. The members of emergency medical services teams are ready to provide lifesaving care to those in need 24-hours a day, seven days a week.
- c. Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury.
- d. Emergency medical services providers have traditionally served as the safety net of America's health care system.
- e. Emergency medical teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others.
- f. Approximately two-thirds of all emergency medical services providers are volunteers.
- g. The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.
- h. Americans benefit daily from the knowledge and skills of these highly trained individuals.
- i. It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating "Emergency Medical Services Week."
- j. Injury prevention and the appropriate use of the EMS system will help reduce national health care costs.

The Multnomah County Board of Commissioners proclaims:

In recognition of this event, the week of May 16-22, 1999 shall be recognized in Multnomah County as "EMERGENCY MEDICAL SERVICES WEEK."

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

MEETING DATE: MAY 20 1999
AGENDA NO: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution to Approve the FY 1999-2000 Budget of the Mt. Hood Cable Regulatory Commission

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-Departmental

DIVISION: Commissioner Sharron Kelley

CONTACT: Mary Beth Henry

TELEPHONE #: 823-5414

BLDG/ROOM #: 105/1160

PERSON(S) MAKING PRESENTATION: Royal Harshman

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution to Approve the FY 1999-2000 Budget of the Mt. Hood Cable Regulatory Commission

5/20/99 copies to REC & MHCC

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley
(OR)
DEPARTMENT
MANAGER: _____

99 MAY 11 AM 8:30
MOUNT HOOD CABLE REGULATORY COMMISSION
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5213
E-Mail: sharron.e.KELLEY@co.multnomah.or.us

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

TO: Board of County Commissioners
FROM: Commissioner Sharron Kelley
RE: Resolution Approving MHCRC Budget for FY 1999-2000
Today's Date: May 12, 1999

Requested Placement Date: May 20, 1999

I. Recommendation / Action Requested

Adopt Resolution approving MHCRC FY 1999-2000 Budget

II. Background / Analysis

The Mt. Hood Cable Regulatory Commission (MHCRC) was formed by Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale and Wood Village for the purposes of: advocating for and protecting the public interest in the regulation and development of cable communications systems; monitoring and helping resolve cable subscribers' concerns; and, participating in the planning and implementation of community uses of cable communication technologies which make use of the public right of way.

III. Financial Impact

Multnomah County's projected franchise fees total \$104,559. Multnomah County's share of the MHCRC cable regulatory budget is \$14,797. The County's share of community access funding (MCTV and PCA) is \$62,736. Projected revenue to the County general fund is \$27,026.

IV. Legal Issues - None.

V. Controversial Issues - None.

VI. Link to Current County Policies

MHCRC is able to recover more than 100 percent of its operating budget from franchise fees, consistent with the County user fee policy.

VII. Citizen Participation

MHCRC had a public meeting on the budget on January 25, 1999. The MHCRC unanimously recommends approval of the budget.

VIII. Other Government Participation - Gresham, Fairview, Wood Village, Troutdale and Portland.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-88

Approval of the Fiscal Year 1999-2000 Mt. Hood Cable Regulatory Commission Budget

The Multnomah County Board of Commissioners Finds:

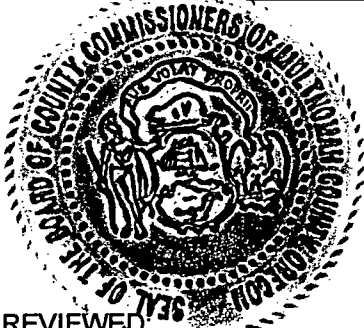
a. The Mt. Hood Cable Regulatory Commission (MHCRC) was formed by Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village to advocate for and protect the public interest in the regulation and development of cable communication systems.

b. The MHCRC has approved a Fiscal Year 1999-2000 Mt. Hood Cable Regulatory Budget and forwarded this budget to Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village.


The Multnomah County Board of Commissioners Resolves:

The attached Fiscal Year 1999-2000 MHCRC Budget is approved.

DATED this 20th day of May, 1999.



REVIEWED
THOMAS SPONSER, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON


Thomas Sponsler, County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair

MT. HOOD CABLE REGULATORY COMMISSION

City of Fairview

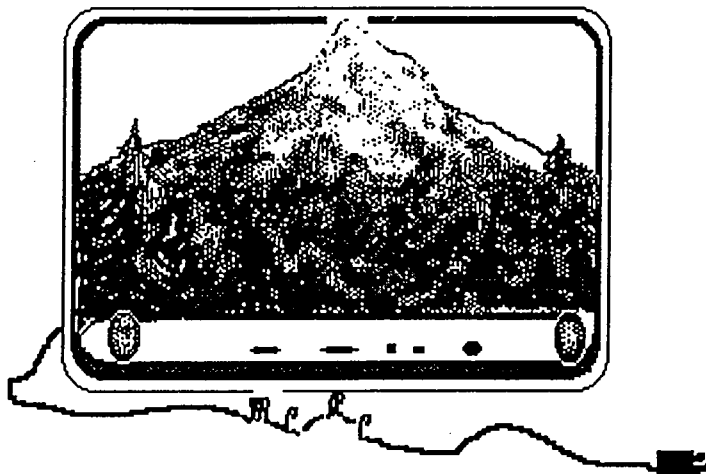
City of Gresham

Multnomah County

City of Portland

City of Troutdale

City of Wood Village



**PROPOSED BUDGET
FISCAL YEAR 1999-2000**

JANUARY 1999

COMMISSIONERS:

Norman Thomas, Chair
Alan Alexander III
Rich Goheen
Royal Harshman
Robert Kreinberg
Ruth Miles
Stan Saunders
Sue Dicile Wedding

David C. Olson, Director

MT. HOOD CABLE REGULATORY COMMISSION
FY 1999-2000 PROPOSED BUDGET

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MT. HOOD CABLE REGULATORY COMMISSION

OVERVIEW

The Mt. Hood Cable Regulatory Commission (MHCRC) was formed by Multnomah County and the cities of Fairview, Gresham, Portland, Troutdale and Wood Village for the purposes of:

- **advocating for and protecting the public interest in the regulation and development of cable communications systems;**
- **monitoring and helping resolve cable subscribers' concerns; and,**
- **participating in the planning and implementation of community uses of cable communication technologies which make use of the public right of way.**

Each of the Commission member jurisdictions appoints citizen representatives to the Commission. Over the past year, these citizen appointees have committed **hundreds of volunteer hours** to fulfill the Commission's mission. They have attended over 20 Commission and committee meetings, kept abreast of issues of concern to their jurisdictions, presented information at city council and county commission meetings, and served as liaisons to Portland Cable Access and Multnomah Community Television.

The City of Portland provides staff and support services to the Commission through a services agreement. The Commission funds an equivalent **staff of three and one-half positions**, plus related materials and services, overhead and capital. Each of the member jurisdictions provides a portion of their franchise fees from cable services providers to annually fund the Commission.

1999-2000 BUDGET HIGHLIGHTS

In FY1999-2000, the Commission continues to provide high quality services efficiently and effectively, including **utilizing interest on the grant funds** to administer the Community Access Capital Grant program. Other efficiencies implemented include: using our **World-Wide Web Page** to distribute information and receive complaints; relying more on Commissioners for liaison with access organizations; utilizing more internal/jurisdictional "in house" employees for technical expertise (which has **reduced the use of consultants**); and receiving **on-line publications** instead of costly print subscriptions. An additional one-half position is requested to assist with the increasing cable and grant administrative workload. Franchise fee revenues are projected to increase 3% over the revised current year revenue forecast and proposed expenditures are up approximately 7.9%.

ACCOMPLISHMENTS DURING 1998

Provide Consumer Protection

- Assisted in the resolution of 1,160 complaints from cable subscribers.
- Regulated the basic rates of local cable companies which resulted in lower basic rates or minimal increases to subscribers.

Conduct Franchise Renewals

- Negotiated an amended franchise with TCI which includes public benefits such as a cable system upgrade, substantial capital support for public, education and government access, and a high capacity

infrastructure (the Community Institutional Network or I-Net) which will link community institutions throughout Multnomah County.

Conducted Franchise Transfer Processes

- Processed the nationally significant proposed franchise transfer from TCI to AT&T. The process included a live televised public hearing. The final recommendations included conditions that provided open access for the cable modem platform (open access would allow subscribers to choose their Internet providers on the cable system). The Commission's recommendation was endorsed by the Multnomah County Commission and the Portland City Council and received extensive local and national media coverage. The Commission also filed Ex Parte comments with the FCC on the TCI/AT&T transfer outlining the importance of open access to the cable modem platform. The process had not yet been concluded by year end.
- Began to process the proposed franchise transfer from Paragon to TCI.

Ensure State-of-the-Art Technology of the Cable Systems

- Oversaw the initial design and planning of Paragon and TCI's upgraded cable system which is anticipated to be completed by 2000, including the I-Net.

Administer Grant Funds for Community Use

- Administered the Community Access Capital Grant program which will annually grant funds to public agencies, libraries, schools, colleges and non-profit organizations in order to use cable system technologies for community communications. The first competitive grant round allocated about \$650,000.

GOALS AND OBJECTIVES FOR 1999-00

Since its inception, the MHCRC has engaged in a planning process in order to set goals and objectives, evaluate its structure and operations, and anticipate future circumstances which might impact the Commission and its member jurisdictions. The Commission established the following goals and objectives for FY 1999-2000.

Goal I: *Effectively administer cable television franchise agreements to serve our member jurisdictions.*

Objectives:

1. Conduct effective cable rate regulation which meets the spirit and intent of federal legislation and FCC rules.
2. Identify and address franchise compliance issues in response to and, when possible, prior to cable company actions.
3. Provide consumer protection for citizens and subscribers in cable television matters by helping to resolve complaints, enforcing customer service standards and addressing other consumer-related franchise compliance issues.

4. Continue to analyze changes in technology and the mergers of telecommunications and cable companies in order to inform the jurisdictions and other stakeholders about how those changes may affect consumers and the local public benefits of the franchise agreements.
5. Monitor cable companies action to address "Year 2000" issues that could impact the technical performance of the cable system, the I-Net, customer service and revenues.
6. Conduct franchise fee and PEG fee financial reviews to ensure full payment from cable companies.
7. Manage the transfer of Paragon to TCI/AT&T.

Goal II: Ensure access to and use of current and new services available through the cable system technology by citizens, local governments and community institutions.

Objectives

1. Conduct and evaluate grant-making process to allocate capital funds under the Paragon and TCI franchise agreements dedicated for the development of public, educational and governmental uses of the cable system technology in a way which ensures that the funds are distributed in accordance with the grant purpose and criteria.
2. Monitor projects which have received grant funding to ensure compliance with the project goals and objectives and accountability for grant funds.
3. Oversee Paragon and TCI cable system upgrades in a way which ensures that the upgraded Institutional Network serves local governments, schools, libraries, Oregon Ed-Net and designated access providers (completion of Portland portion of Paragon I-Net: July 2000).
4. Implement marketing and management plan for the Institutional Network.
5. Monitor the cable companies' and access providers' transitions to digital video transmission to ensure that the new delivery technology meets the spirit and intent of the public benefits contained in the franchises.
6. Manage access provider contracts with and allocate capital funds for Portland Cable Access and Multnomah Community Television.
7. Collaborate with organizations, at the federal, state and local levels, to advocate for the community's access to cable system technology.

Goal III: Communicate, educate and respond in a timely and accurate manner to our jurisdictions, cable subscribers and the general public regarding communications technology policy and regulatory issues.

Objectives

1. Communicate in a way which supports the following priority criteria: A) jurisdiction officials and

key jurisdiction staff are informed about communications technology policy and regulatory issues and understand what is at stake; and B) interested stakeholders view the Commission as an important source of information.

2. Support our member jurisdictions in implementing FCC rules and federal laws related to cable and telecommunications.

GOAL IV: *Advocate for continued local authority regarding cable franchises and use of the public rights of way by communication providers.*

Objectives

1. Continue cross-jurisdictional collaborations for information-sharing and coordinated strategies to prepare for anticipated 2001 legislative activity.
2. Partner with other area regulatory commissions on issues of common concern in light of having one cable services company which serves multiple jurisdictions contiguous to the MHCRC's service area.
3. Continue to participate in national issues that impact our local communities.

Goal V: *Operate the Cable Regulatory Office and the Commission efficiently and effectively.*

Objectives

1. Fulfill Intergovernmental Agreement and Rules of Procedure administrative responsibilities.
2. Plan and conduct Commission meetings in a way which respects the volunteer nature of Commission positions and keeps Commissioners informed about telecommunications issues.
3. Continue annual strategic planning and evaluation.

REVENUE AND EXPENDITURE HIGHLIGHTS

● **Revenue sources include:**

First, the Commission collects all cable services franchise fee revenue for Gresham, Troutdale, Fairview, Wood Village and Multnomah County. The total projected revenues are \$798,322 in FY 1999-00 or a 3% increase over the revised current year forecast.

Second, all participating jurisdictions contribute a portion of \$351,240 to the operation of the MHCRC. The net contribution totals \$343,147, after deducting the balance of the FY 1998 budget (\$8093). Each jurisdiction's net contribution is outlined below:

Fairview	\$ 4,620	Portland	\$232,872
Gresham	\$75,780	Troutdale	\$ 12,548
Multnomah County	\$14,797	Wood Village	\$ 2,530

The allocation for funding the operation of the Commission is based on the methodology used in the FY 1998-99 Budget plus an average of 7.9%. Greater detail is available on the cost allocation worksheet

which appears in Appendix One.

Third, the Commission administers two programs funded by a percentage of gross revenues of Paragon Cable and TCI Cablevision of Oregon totaling over \$1.3 million: Access Corporation Capital Fund and the Community Access Capital Grant.

Fourth, the Commission receives interest on its funds and beginning fund balance.

- **Expenditures**

The Cable Regulatory Office administrative expenditures have increased by 7.9% (excluding reimbursements) from the current year operating budget. An addition of one-half of a position is requested to assist with the increasing cable and grant administrative workload. The position is partially funded with Grant Funds. A line item detail of all expenditures is attached in Appendix One.

Major expenditures include: franchise fee payments to the jurisdictions; franchise fee payments to Multnomah Community Television (MCTV) for access programming; payments for the Access Corporation Capital Fund and the Community Access Capital Grant, and cable regulatory administrative expenses.

The franchise fee payments to the jurisdictions are the total amount of fees collected for Gresham, Troutdale, Fairview, Wood Village and Multnomah County less the amount each jurisdiction contributes to MCTV and the Commission administrative support expenses.

h:mhcrc:budna00

MT. HOOD CABLE REGULATORY COMMISSION
Fiscal Year 1999-00
Financial Summary

RESOURCES	1996-97 Actual	1997-98 Actual	1998-99 Adopted	1999-00 Proposed
Beginning Balance	2,257,876	1,536,613	677,519	677,831
E. County Cable Franch. Fees	628,853	687,938	688,923	776,260
Access Revenue-Annexed PDX	219,126	163,232	180,557	193,547
Portland Share of Admin. Bud.	224,441	184,765	215,360	232,872
Reimbursements from Cable Companies:				
Paragon Renewal Revenue	1,000	0	0	0
TCI Multnomah West	21,206	26,223	21,418	22,061
Interest	99,523	68,889	32,000	32,000
Miscellaneous Revenues	315	0		
PEG Capital Grant	318,390	661,440	883,768	713,805
PEG Fund - Pargagon Access Corporation	230,416	274,071	556,168	713,805
Total Resources	\$4,001,146	\$3,603,171	\$3,255,713	\$3,362,181
REQUIREMENTS	1996-97 Actual	1997-98 Actual	1998-99 Adopted	1998-99 Proposed
EXPENDITURES				
Franchise Fee Balance to Jurisdictions	129,507	197,737	207,020	209,054
Community Access Payments, E. County	386,312	403,763	413,354	465,757
Community Access Payments, Annexed Portland	214,424	229,163	180,557	193,547
Settlement Fund - Mt. Hood Comm. College	150,000	159,181	Paid Off	Paid Off
Settlement Fund - MCTV Special Access	561,000	588,355	Paid Off	Paid Off
Settlement Fund - MCTV Local Origination	148,800	149,795	Paid Off	Paid Off
MHCRC Administrative Budget	315,972	277,219	328,448	351,240
PEG Grants Admin, Personal		44,070	46,602	47,322
PEG Grants Admin, M & S			23,200	46,775
PCA, 60% TCI Multnomah	6,582	12,699	8,567	13,236
Reimbursable Expenditures:				
Paragon Renewal	23,010	1,032	0	0
PEG Capital Grant Appropriation	528,926	540,179	813,966	850,000
PEG Grant Appropriation, Paragon Access Corp.		322,459	556,168	713,805
Total Admin Budg. & Pass Through Pmts.	\$2,464,533	\$2,925,652	\$2,577,882	\$2,890,736
Unappropriated Balance	1,536,613	677,519	677,831	471,445
Total Requirements	\$4,001,146	\$3,603,171	\$3,255,713	\$3,362,181

finsum00

20-Mar-99

MT. HOOD CABLE REGULATORY COMMISSION
FISCAL YEAR 1999-00
LINE ITEM SUMMARY

Expenditure Classification	Actual FY 96-97	Actual FY 97-98	Adopted FY 98-99	Proposed FY 99-00
511000 Full-Time Employees	165,224	159,553	173,116	194,732
521000 Part-Time Employees	0	5,796	0	0
514000 Overtime	600	1,202	900	900
517000 Benefits	61,897	63,785	66,033	70,429
Total Personal Services	\$227,721	\$230,336	\$240,049	\$266,060
521000 Professional Services *	581,500	856,173	1,426,534	1,627,205
524000 Repair & Maintenance	2,252	533	2,200	1,500
529000 Miscellaneous Services **	1,487,898	1,743,219	813,098	885,395
531000 Office Supplies	1,231	659	1,600	1,700
532000 Operating Supplies	1,579	4,044	3,300	3,000
541000 Education	1,250	7,056	1,650	2,400
542000 Local Travel	900	418	1,000	900
543000 Out-of-Town Travel	3,650	1,611	3,000	3,800
549000 Miscellaneous	3,640	3,411	3,838	4,675
Total External Materials & Svcs	\$2,083,900	\$2,617,125	\$2,256,220	\$2,530,575
551000 Fleet Services	700	119	311	415
552000 Printing/Distribution	12,000	6,934	12,376	10,427
553000 Facilities Services	14,618	14,873	15,515	17,763
554000 Communications	4,450	40,762	8,023	10,504
555000 Data Processing	2,869	2,490	3,202	4,552
556000 Insurance	5,518	4,953	4,852	5,026
558000 Treasury Services	0	1,364	1,188	828
558312 Rate Regulation Legal Advice	4,000	2,285	1,336	1,450
Total Internal Materials & Svcs	\$44,155	\$73,779	\$46,803	\$50,965
Total Materials & Services	\$2,128,055	\$2,690,904	\$2,303,023	\$2,581,540
556000 Capital Replacement Fund			3000	\$3,000
572101 General Fund Overhead	29,107	4,411	13,756	15,636
Contingency	8,346	0	18,054	24,500
Total	\$2,393,229	\$2,925,651	\$2,577,882	\$2,890,736
<i>Less PEG Grant and Pass Through Jurisdictional Share</i>			2,249,434 \$328,448	\$2,539,497 \$351,240

Professional Services *	Miscellaneous Services **
FY 99-00	FY 99-00
Professional Svcs. Admin. 26,400	Misc. Svcs. Admin. 3,800
PEG/I-Net Administration 37,000	PEG Operating, Payment, Annx PDX 193,547
Grant Appropriation 1,563,805	PEG Operating, E. County 465,757
	Franchise fee Bal to Juris. 99-00 209,054
	PCA, 60% of Mult. West 13,237
TOTAL, Line Item 5210	TOTAL, Line Item 5290
\$1,627,205	\$885,395
Grant Fund Allocation \$1,600,805	Pass Through Payments \$881,595
TOTAL, Grants, Pass Through Payments and PEG Adm. (Non-Admin.)	\$2,539,497

APPENDIX ONE
CABLE REGULATORY OFFICE
FY 1999-2000 BUDGET

CABLE REGULATORY ADMINISTRATIVE BUDGET FY 1999-2000 Budget Narrative

The Cable Regulatory Office administrative expenditures (non-reimbursable) have increased by 7.9% from the current year's operating budget. A line item detail of all expenditures is attached. A three year history of expenditures and revenues for cable regulation is included for your information.

Budget Development Process

The detailed budget was developed by the Budget and Finance Committee during November and December 1998 and approved by the Mt. Hood Cable Regulatory Commission (MHCRC) on January 25, 1999.

Expenditures

The proposed budget provides for three and one-half positions, associated materials and services, and overhead. The proposed budget maintains the core programs of the Commission which are:

- advocating for and protecting the public interest in the regulation and development of cable communications systems;
- monitoring and helping resolve cable subscribers' concerns; and,
- participating in the planning and implementation of community uses of cable communications technologies which make use of the public right of way.

The proposed administrative budget consists of expenditures funded by both grant funds (reimbursable) and contributions from the jurisdictions (non-reimbursable). Significant changes (non-reimbursable) from FY 1998-99 include: personnel increases for one-half position and cost-of-living and benefits (~\$20,140); modest increases in computer training, supplies and mail delivery service (~\$2,000) and an increase in overhead charges (~\$2,000).

The Office of Cable Communications and Franchise Management manages two programs: Cable Regulation and Utility Franchise Management. There are six staff positions within the Office. The equivalent of three and one-half positions focus on cable on behalf of the Commission and the other two and one-half positions focus on Utility Franchise Management (the Utility Franchise Management Program is funded by the City of Portland). The detail of the positions appears later in this Appendix.

Funding Allocation

All participating jurisdictions contribute to the operation of the Mt. Hood Cable Regulatory Commission which is staffed by the City of Portland's Office of Cable Communications and Franchise Management. The Commission uses a funding methodology based on the prior year's funding plus an average of 7.9%. A summary of the cost allocation is attached.

Revenues

The Cable Regulatory Office has five revenue sources: beginning balance, jurisdictional contributions based on the cost allocation methodology, Community Access Capital Grant Funds, Access Corporation Capital Funds, and interest on cable fund balance.

MT. HOOD CABLE REGULATORY COMMISSION

<i>City of Portland</i>	<i>City of Gresham</i>	<i>City of Troutdale</i>
<i>Multnomah County</i>	<i>City of Fairview</i>	<i>City of Wood Village</i>

**ADMINISTRATIVE BUDGET
FY 99-00**

Acct.	Title	FY 96-97 Actual	FY 97-98 Actual	FY 98-99 Adopted	FY 99-00 Proposed
5110	Full-Time Employees	163,033	159,553	173,116	194,732
5120	Part-Time Employees	0	5,796		
5140	Overtime	569	1,202	900	900
5170	Benefits	60,986	63,785	66,033	70,429
Personnel Services		\$224,588	\$230,336	\$240,049	\$266,060
5210	Professional Services	30,907	25,469	56,400	63,400
5240	Repair & Maintenance	1,089	533	2,200	1,500
5290	Miscellaneous Services	1,643	1,402	3,600	3,800
5310	Office Supplies	653	659	1,600	1,700
5320	Operating Supplies	6,108	3,237	3,300	3,000
5410	Education	1,757	7,056	1,650	2,400
5420	Local Travel	81	418	1,000	900
5430	Out-of-Town Travel	5,676	1,611	3,000	3,800
5490	Miscellaneous	4,122	3,411	3,838	4,675
External Materials and Services		\$52,036	\$43,796	\$76,588	\$85,175
5510	Fleet Services	315	119	311	415
5520	Print/Distribution	7,861	6,934	9,376	10,427
5530	Facilities Services	14,626	14,873	15,515	17,763
5540	Communications Services	5,860	10,677	8,023	10,504
5550	Data Processing Services	3,833	2,490	3,202	4,552
5560	Insurance	5,518	4,953	4,852	5,026
	Treasury Services		1,363	1,188	828
558312	Rate Regulation Legal Advice	1,337	1,336	1,336	1,450
Internal Services		\$39,350	\$42,745	\$43,803	\$50,965
5640	Capital Outlay	\$0	\$0	\$3,000	\$3,000
TOTAL		\$315,974	\$316,877	\$363,440	\$405,200
	Overhead		4,411	13,756	15,636
	Contingency	0	0	18,054	24,500
Tot. Budget Plus OH & Conting.		\$315,974	\$316,877	\$395,250	\$445,336
Less Grant/ I-Net Administration			44,070	69,802	94,097
Total Jurisdictions' Share		\$315,974	\$272,807	\$325,448	\$351,240
Percentage Increase/ -Decrease			-13.7%	19.3%	7.9%

MT. HOOD CABLE REGULATORY COMMISSION

PROPOSED BUDGET, LINE ITEM DETAIL

..... FY 99-00

..... FY 98-99

Line Item No.	Description	Proposed	Grants / I-Net	Proposed W/ Grant	Adopted	Grants and Reimbursables	Adopted with Grant
5110	<i>Full-Time Employees :</i>						
	Director 0.50	38,298	2,742	41,040	34,286	5,292	39,578
	Dep. Director 0.45	25,546	4,542	30,088	27,829	4,410	32,239
	Financial Analyst 0.50	19,669	7,548	27,217	15,245	11,001	26,246
	Hearings Clerk 0.50	17,496	2,993	20,489	16,899	2,864	19,763
	Program Manager 0.70	24,693	17,563	42,256			
	Program Coordinator 0.75	21,708	11,934	33,642	32,255	23,035	55,290
	Total 3.40	\$147,410	\$47,322	\$194,732	\$126,514	\$46,602	\$173,116
5140	Overtime- Hearings Clerk	900		900	900		900
5170	<i>Benefits:</i>						
	Director 0.50	13,800	0	13,800	13,383		13,383
	Dep. Director 0.45	11,710	0	11,710	11,875		11,875
	Financial Analyst 0.50	10,525	0	10,525	10,418		10,418
	Hearings Clerk 0.50	9,096	0	9,096	8,871		8,871
	Program Manager 0.70	11,529	0	11,529			
	Program Coordinator 0.70	13,769	0	13,769	21,486		21,486
	Total	\$70,429	0	70,429	\$66,033		\$66,033
	Personnel Services, Total	\$218,739	47,322	\$266,060	\$193,447	\$46,602	\$240,049
5210	<i>Professional Services:</i>						
	Eng. Tech. Assist.(Parag Reblid+TCI I-Net)		20,000	20,000		15,000	15,000
	Grant Technical Assistance		5,000	5,000		5,000	5,000
	I-Net Marketing		10,000	10,000			
	Financial Service(All Cable Franchises)	24,000	2,000	26,000	24,000		24,000
	Legislative Defense		0	0	10,000		10,000
	Customer Survey		0				
	Annual Planning Retreat Facilitator	2,400	0	2,400	2,400		2,400
	Total	\$26,400	\$37,000	\$63,400	\$36,400	\$20,000	\$56,400
5240	<i>Repair & Maintenance:</i>						
	Computer Hardware Maint.	1,500	0	1,500	2,200		2,200
	Total	\$1,500	0	\$1,500	\$2,200	\$0	\$2,200
5290	<i>Miscellaneous Services :</i>		0				
	Temp. Clerical Suppt	2,000	0	2,000	2,200		2,200
	Mail Delivery Service	1,800	0	1,800	1,400		1,400
	Total	\$3,800	0	\$3,800	\$3,600	\$0	\$3,600
5310	Office Supplies	1,500	200	\$1,700	\$1,600		\$1,600
5320	<i>Operating Supplies:</i>						
	Printer, Fax, & other supplies	2,000	0	2,000	1,600		1,600
	Software Upgrade	1,000	0	1,000	1,500	200	1,700
	Total	\$3,000	0	\$3,000	\$3,100	\$200	\$3,300
5410	<i>Education:</i>		0				
	Computer Training	1,000	0	1,000	700		700
	NATO, Regional & National	900	0	900	600		600
	ACM	500	0	500	350		350
	Total	\$2,400	0	\$2,400	\$1,650	\$0	\$1,650

MT. HOOD CABLE REGULATORY COMMISSION

PROPOSED BUDGET, LINE ITEM DETAIL

			FY 99-00			FY 98-99		
Line Item No.	Description	Proposed	Grants / I-Net	Proposed W/ Grant	Adopted	Grants and Reimbursables	Adopted with Grant	
5420	Local Travel	600	300	900	1,000		1,000	
5430	Out-of-Town Travel :		0					
	NATOA Regional	1,200	0	1,200	1,000		1,000	
	NATOA National Conference	1,400	0	1,400	1,000		1,000	
	Alliance for Community Media	1,200	0	1,200	1,000		1,000	
	Total	\$3,800	0	\$3,800	\$3,000	\$0	\$3,000	
5490	Miscellaneous:							
	NATOA - Membership	600	0	600	575		575	
	ACM - Membership	500	0	500	400		400	
	Subscriptions:		0					
	Multichannel News	600	0	600	575		575	
	Oregonian	80	0	80	75		75	
	Gresham Outlook	40	0	40	38		38	
	Cable Television Law	700	0	700	675		675	
	Cable TV Fact Book		0					
	Cable Monitor	400	0	400	350		350	
	Community Media Review	100	0	100	100		100	
	Parking; MHCRC & Customers	900	0	900	800		800	
	Refreshments for MHCRC meetings	480	275	755	250		250	
	Total	\$4,400	275	\$4,675	\$3,838	\$0	\$3,838	
	Total, External M & S	\$47,400	37,775	\$85,175	\$56,388	\$20,200	\$76,588	
	Internal Service:							
5510	Fleet Services	415	0	415	311		311	
5520	Print/Distribution	6,427	4,000	10,427	9,376	3,000	12,376	
5530	Facilities Services	17,763	0	17,763	15,515		15,515	
5540	Communications Services:							
	Assigned Equipment	2,704	0	2,704	2,323		2,323	
	Long Distance	1,000	0	1,000	1,000		1,000	
	Cellular Phone	1,400	0	1,400	1,300		1,300	
	Telecomm., Billable	400	5,000	5,400	3,400		3,400	
5550	Data Processing Services:							
	Customer Service PC & LAN Support	2,479	0	2,479	2,224		2,224	
	IBM / VAX	2,073	0	2,073	978		978	
5560	Insurance/Worker's Comp.	5,026	0	5,026	4,852		4,852	
	Treasury Services	828	0	828	1,188		1,188	
558312	Rate Regulation Legal Advice	1,450	0	1,450	1,336		1,336	
	Total, Internal Svcs	\$41,965	9,000	\$50,965	\$43,803	\$3,000	\$46,803	
5640	Capital Replacement Fund	3,000	0	3,000	3,000	0	3,000	
572101	Overhead	15,636	0	15,636	13,756		13,756	
571100	Contingency	24,500	0	24,500	18,054		18,054	
	Total Other	\$40,136	\$0	\$40,136	\$31,810	\$0	\$31,810	
Jurisdictions' Appropriation		\$351,240			\$328,448			
Grant and I-Net Administration			\$94,097			69,802		
Total MHCRC Budget				\$445,336			398,250	

**COST ALLOCATION BY JURISDICTION
FY 99-00**

FISCAL YEAR 1998-99			\$328,448		\$351,240			
JURISDICTION			FY 98-99 Adopted	FY 98-99 %%	FY 99-00 Proposed	FY 99-00 %%	CREDIT BAL FY 97-98	NET FY 99-00 JURIS. APPR.
Portland	0		\$217,761	66.3%	\$232,872	66.3%		
E. County	No. Of Subs	Perc. Distr.					\$8,093	
Gresham	22,913	68.7%	\$76,088	23.2%	\$81,341	23.2%	\$5,561	\$75,780
Multnomah Co.	4,474	13.4%	\$15,158	4.6%	\$15,883	4.5%	\$1,086	\$14,797
Troutdale	3,794	11.4%	\$12,628	3.8%	\$13,469	3.8%	\$921	\$12,548
Fairview	1,397	4.2%	\$4,221	1.3%	\$4,959	1.4%	\$339	\$4,620
Wood Village	765	2.3%	\$2,592	0.8%	\$2,716	0.8%	\$186	\$2,530
E. County Total	33,343	100.0%	\$110,687	33.7%	118,368	33.7%	8,093	110,275
TOTAL	33,343		\$328,448	100.0%	\$351,240	100.0%		
Grant Fund and I-Net Administration			\$69,802		\$94,097			
Total Budget			\$398,250		\$445,336			

**MT HOOD CABLE REGULATORY COMMISSION
CABLE SUBSCRIBERSHIP
USED FOR FY 1999-00**

	FY 98-99	FY 99-00 *	Percentage Increase	FY 99-00 Distribution
<i>E. County</i>				
Gresham	22,282	22,913	2.8%	68.7%
Multnomah Co. + W. Multn.	4,439	4,474	0.8%	13.4%
Troutdale	3,698	3,794	2.6%	11.4%
Fairview	1,236	1,397	13.0%	4.2%
Wood Village	759	765	0.8%	2.3%
<i>E. County Total</i>	32,414	33,343	2.9%	100.0%
Portland	119,262	121,445	1.8%	
Total MHCRC Subscribers	151,676	154,788	2.1%	
<p>* 1. Paragon, as of 6/30/98 franchise fee report. 2. TCI, as of 12/31/97 MHCRC Report.</p>				

MT. HOOD CABLE REGULATORY COMMISSION
Resources and Disbursements
FY 1999-00

Jurisdictions	Franchise Fees	Net Contribution to Oper. Bud. *	MCTV Payments	PCA	Balance to Jurisdictions
PORTLAND		232,872	191,670		N/A
<i>E. County Jurisdictions:</i>					
GRESHAM	551,209	75,780	330,725		144,704
MULTNOMAH CO.	82,498	14,797	49,499		18,202
MULTNOMAH CO, TCI WEST	22,061	0		13,237	8,824
TROUTDALE	90,994	12,548	54,596		23,850
FAIRVIEW	30,214	4,620	18,128		7,466
WOOD VILLAGE	21,346	2,530	12,808		6,008
Sub Total, East County	\$798,322	\$110,275	\$465,757	\$13,237	\$209,054
Total	\$798,322	\$343,147	\$657,427	\$13,237	\$209,054

FY 99-00 Budget less FY 97-98 Budget Balance

Jurisdictions	FY 99-00 Budget	Credit Balance FY 97-98 Budg.	Net Contrib. to Oper. Bud. *
PORTLAND	232,872	0	232,872
<i>E. County Jurisdictions:</i>			
GRESHAM	81,341	5,561	75,780
MULTNOMAH CO.	15,883	1,086	14,797
MULTNOMAH CO, TCI WEST	0	0	0
TROUTDALE	13,469	921	12,548
FAIRVIEW	4,959	339	4,620
WOOD VILLAGE	2,716	186	2,530
Sub Total, East County	\$118,368	\$8,093	\$110,275
Total	\$351,240	\$8,093	\$343,147

APPENDIX TWO
MULTNOMAH COMMUNITY TELEVISION
FY 1999-2000

MCTV OVERVIEW

Multnomah Community Television fosters communication and increased civic involvement by providing the knowledge and means to use communications technology in our diverse community.

MCTV is a public, education and government (PEG) community media center serving the East Metro area. MCTV is located on the Mt. Hood Community College campus and administers eight cable channels seen on Paragon Cable. MCTV regularly cable casts live programming such as Gresham and Troutdale city council and Multnomah County Commissioners meetings and other programming for local governments. MCTV also works with administrators, faculty and students from area schools and libraries to create educational programming. MCTV and community volunteers produce hundreds of hours of community programming each year, including, for example, Senior Issues, a program about issues affecting senior citizens and Speak Out, a live, open mic style program requiring no video production experience.

MCTV provides video production training to the public as well as training for special groups. MCTV provides its members with access to a fully equipped TV studio, mobile production equipment, state-of-the-art editing suites and a community computer lab for Internet access and video graphics. MCTV is governed by a nine-member volunteer board.

MCTV programs are seen on channel 21 which serves 120,000 households and on the Community Access Network (CAN) which serves over 300,000 homes. Government and educational programming and the Community Bulletin Board are cable cast to over 40,000 homes in the East Metro area.

In 1995 and 1997 community needs assessments, East Metro community leaders identified key challenges facing their community. These challenges included growth, growing diversity, growing problems of crime, jobs, education and East Metro's lack identity. These leaders also identified four communications opportunities that must exist if these key issues are to be successfully addressed:

- Universal Access
- Learning
- Community-Building and Civic Involvement
- Citizen-to-Government Communication

MCTV fulfills its mission by providing these opportunities through a variety of services, such as technological and media literacy training, Internet access and training, video programming, coverage of local and state governments, live, call-in public meetings and opportunities for community members to deal with community issues.

28 December 1998

To: Mt. Hood Cable Regulatory Commission
From: Rob Brading
Re: Proposed MCTV FY 1999-2000 Budget

MCTV's proposed FY 1999-2000 budget is attached. This budget has been approved by the MCTV finance committee on December 7 and by the MCTV Board at its December 16 meeting.

REVENUES

FY 98-99 and the new cable franchise brought substantial decreases in MCTV revenues. The Settlement Fund, which was created when Rogers Cable sold its franchise to Paragon, was intended to be spent to zero at the end of the old franchise. The funds that MCTV received from the Settlement Fund provided operating moneys to MCTV and were used for local origination programming, East Metro Edition. Changes in federal law mean that these funds are not available in the new franchise. In FY 1997-98 MCTV received \$1,298,408 from franchise requirements while MCTV is budgeted to receive \$591,356 in FY 98-99 and \$659,303 in FY 99-00. In response to these revenue cuts, 25 percent of MCTV's public, education and government (PEG) access staff were laid off and East Metro Edition shut down 1998.

Revenue figures for franchise fees come from the MHCRC and are based on cable company projections.

Endowment Withdrawal (4162) comes from the MCTV endowment. These endowment was intended to be spent to zero at the end of the current franchise in 2010. As of December 7, 1998, the MCTV Endowment stood at \$2,035,751. Although a withdrawal of \$111,732 was budgeted for the current fiscal year, none of those funds have been used and projections indicate that they will not be spent this year.

Funds from LO (4182) is the residue from the LO contract that the MHCRC transferred to MCTV for LO projects. The total transferred was \$32,129. In FY 98-99 those funds have been used to produce election coverage of candidates and ballot measures and to cover local events that MCTV would not otherwise have been able to videotape. MCTV has made a commitment that these funds will last at least five years.

The dedicated capital fund (4172) in the new franchise created a substantial increase in MCTV capital funding. None of the Capital line can be moved to Materials and Services or Personal Services because capital funds must be spent on items that last at least a year. Some Materials and Services lines (e.g., books, video tape) were moved to Capital as have portions of some others (e.g., operating supplies, maintenance supplies).

EXPENSES

The major difference between FY 98-99 and proposed FY 99-00 expenses is in the personnel line where the decrease in MCTV funding had its biggest impact. The FY 98-99 budget has \$540,198 in the Personal Services line which compares with the \$702,787 spent in FY 97-98. The FY 99-00 budget increase this figure by 10%, to \$593,681. This increase enables MCTV to pay salaries competitive with other community media centers in the Portland area.

Education and Training (6061), which includes conference registrations and hotel expenses, increase in FY 99-00. MCTV saved substantially in this area in FY 98-99 since the Alliance for Community Media conference was in Portland. This year's conference will be in Cincinnati, Ohio. Business meals (6062) increases for the same reason.

Postage (6172) costs increase because of the increase in postal rates effective January 1, 1999.

Printing (6173) costs will decrease because of the revised format of the MCTV newsletter.

Videotape (8007) expenses are high for FY 98-99 because MCTV had to purchase a large stock of tape because of the transition to digital format. Prices for digital tape should decrease and MCTV now has a basic stock of digital tape.

Other materials and operating expenses are at levels similar to FY 98-99.

Major capital expenses for FY 99-00 include the purchase or lease of a digital server for play back, a copier, and a passenger van and continued lease payments on MCTV's digital editing systems.

If you have questions that I can answer before that meeting, please call 491-7636, ext. 318.

MULTNOMAH COMMUNITY TELEVISION
FY 1999-2000 PEG BUDGET
LINE ITEM EXPLANATION

INCOME:

4152 Special Access Funding

Portion of Settlement Funds from the sale of Rogers Cable to Paragon. All funds dispersed to MCTV during the life of previous franchise.

4130 Franchise Fees, Multnomah

5% of gross revenue of Paragon Cable for East Multnomah County system, of which MCTV receives 60%.

4140 Franchise Fees, Portland

MCTV serves a portion of the east Portland Paragon Cable system regulated by the MHCRC. MCTV receives a portion of franchise fees from this area.

4090 Interest

Income projected on current interest rates.

4200 Other

Tape duplication, refunds, special events, underwriting.

4270 Activity/Fees for Service

Moneys from activity fees and charging for MCTV services.

4172 Capital Funds

Moneys from franchise capital revenues dedicated to PEG access providers.

4162 Endowment Withdrawal

Taken from MCTV endowment fund.

4182 Fund from LO

Funds from LO (4182) is the residue from the LO contract that the MHCRC transferred to MCTV for LO projects.

FUNDS:

Equipment Replacement Fund

Funds set aside to replace equipment as it wears out.

EXPENSES:

7020 Full-time Salaries.
Salaries for full-time employees.

7030 Part-time Salaries
Salaries for part-time employees.

7050 Taxes & Benefits
Figured as 25% of full-time salaries. Includes pension plan contribution, insurances, FICA, Tri-Met and state unemployment tax.

6020 Accounting
Cost of annual audit and accounting support services.

6030 Books
Training books, videos, and other books.

6041 Consulting
Outside professional services except for accounting, legal, graphics, janitorial and equipment repair.

6051 Dues and Subscriptions
Cable, magazine and newspaper subscriptions, professional memberships.

6060 Educational Program Acquisition
Purchase, rental, or licensing fee for any acquired programming.

6061 Education and Training
Training and education for nine Board members and fifteen employees.

6062 Business Meals/Related
Meals purchased for business-related purposes.

6063 Education Tuition Reimbursement
Costs for tuition reimbursement.

6064 Events
Speakers fees, facility rental and other costs associated with special events.

6070 Food
Food for volunteer crews working on MCTV productions and for events.

6080 Graphics
Video and print services used in connection with promotional items.

6100 Insurance
Workers' Compensation, Volunteer, Liability (including property and auto),
Excess Liability, Media Special Perils, Officers and Directors, Pension Board.

6110 Janitorial
Janitorial services.

6130 Legal
Attorney's fees for consultation and advice.

6131 Local Travel and Mileage
Employee reimbursement for business-related mileage and parking.

6140 Maintenance Supplies
Supplies used to repair and maintain equipment that last less than one year.

6160 Office Supplies
Items that are less than \$100 and that last less than one year.

6161 Operating Supplies
Production-related items that are less than \$100 and last less than one year.

6170 Personnel Recruitment
Advertising for position openings.

6171 Phones
Includes regular and cellular service.

6172 Postage:
All outgoing postage, express services, parcel shipping and other shipping.

6173 Printing
Printing done outside including newsletter, invitations, handbook, forms.

6174 Marketing and Promotion
Advertising (except job openings), promotional items, marketing surveys and
services.

6190 Repairs and Maintenance
Routine and emergency maintenance.

6200 Rent, Utilities and Maintenance
Payments made to Mt. Hood Community College for building (includes
utilities and College services.)

- 6211 Travel**
Transportation to regional and national conferences and seminars.
- 6230 Vehicle Maintenance**
Maintenance and repairs for two vehicles.
- 6231 Videotape**
Blank videotape (Digital, VHS, SVHS, 3/4", 3/4" SP).
- 8002 Books**
Training books, videos, and other books.
- 8003 Maintenance Supplies**
Supplies used to repair and maintain equipment that last less than one year.
- 8004 Office Supplies**
Items that are less than \$100 and that last less than one year.
- 8005 Operating Supplies**
Production-related items that are less than \$100 and last less than one year.
- 8006 Repairs & Maintenance**
Routine and emergency maintenance.
- 8007 Videotape**
Blank videotape (Digital, VHS, SVHS, 3/4", 3/4" SP).
- 8030 Leasehold Improvements**
Improvements to MCTV building.
- 8040 Office Equipment**
Office equipment in excess of \$100 such as computers, copiers, fax machines.
- 8050 Office Furnishings**
Items in excess of \$100 such as desks, chairs, cabinets, bookcases, file cabinets.
- 8060 Production and Maintenance Equipment:**
Items in excess of \$100 for production, playback and engineering. Includes funds for emergency purchases. See attached for detail.
- 9000 Endowment Fund**
Funds set aside for use after end of the current franchise in 1998. As of December 7, 1999 the fund was \$2,035,751.

MCTV FY 1999-2000 CAPITAL EXPENDITURES

Public Access

Digital Edit Sytems Lease Payments	\$ 62,136
DV studio camera packages. (3) @ \$12,000 ea.	36,000
Tripods. (5) @ \$3,000 ea.	15,000
DV Camcorder packages	4,500
Shotgun microphones. (4) @ \$400 ea.	1,600
Studio lights (5) @ \$800 ea.	4,000
Passenger Van	<u>26,780</u>
	\$150,016

Engineering

Modulators. (2) @ \$1,500	\$ 3,000
---------------------------	----------

Master Control

Digital Playback Server Installation and Lease Payments	\$ 77,500
Headend Signal Equipment	30,000
DV Playback Decks. 3 @ \$5,000	<u>15,000</u>
	\$122,500

Production and Maintenance Equipment Subtotal \$275,516

Photo Copier	\$ 25,900
Fax	2,500
MacIntosh computers. (2) @ \$2000 ea.	4,000
Computer monitors. (2) @ \$400 ea.	<u>800</u>

Office Equipment Subtotal \$ 33,200

Furnishings \$ 1,650

Misc. Capital \$ 13,250 (see budget)

TOTAL: \$ 323,616

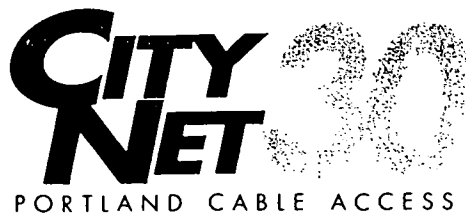
MCTV PROPOSED FY 1999-2000 BUDGET

	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED
	1995-96	1996-97	1997-98	1998-99	1998-99	BUDGET
					(to 12/21/98)	1999-2000
INCOME:						
Carry-Over						
4152 Access Support	\$ 496,320	\$ 561,000	\$ 588,355			
4130 Franchise Fees, Multnomah	339,941	386,312	403,763	\$ 413,354	\$ 211,345	\$ 465,756
4140 Franchise Fees, Portland	191,335	214,425	188,355	180,557	131,086	193,547
4090 Interest	12,203	11,014	14,188	5,000	5,722	5,000
4270 Activity Fees/Fees for Service		9,474	4,702	5,305	3,515	5,464
4200 Other	68,482	28,558	13,975	25,000	17,397	15,000
4120 Administration-LO	20,000	20,000	20,000	0	0	0
4172 Capital Funds				225,000	126,314	323,616
4162 Endowment Withdrawal				111,732	0	104,514
4182 Funds from LO				0	0	6,000
TOTAL OPERATING INCOME	\$ 1,128,281	\$ 1,230,784	\$ 1,233,338	\$ 965,948	\$ 495,379	\$ 1,118,897
Funds:						
Equipment Replacement Fund	\$ 172,072					
TOTAL INCOME	\$ 1,300,353					
	ACTUAL	ACTUAL	ACTUAL	BUDGET	ACTUAL	PROPOSED
	1995-96	1996-97	1997-98	1998-99	1998-99	BUDGET
					(to 12/21/98)	1999-00
EXPENSES:						
7020 Full-Time Salaries	\$ 447,512	\$ 480,728	\$ 534,179	\$ 404,908	\$ 187,611	\$ 404,105
7030 Part-Time Salaries	53,645	34,747	47,262	27,250	18,984	38,906
7050 Taxes & Fringe Benefits	109,528	123,602	121,346	108,040	49,395	148,420
Total Personal Services	\$ 610,685	\$ 639,077	\$ 702,787	\$ 540,198	\$ 255,991	\$ 593,681
6020 Accounting	\$ 7,735	\$ 10,734	\$ 10,677	\$ 12,000	\$ 15,214	\$ 14,000
6030 Books	485	483	286			
6041 Consulting	13,168	16,424	13,420	14,000	2,140	14,000
6051 Dues & Subscriptions	8,688	10,606	7,070	9,400	5,579	9,800
6060 Educational Program Acquisition	1,406	860	519	1,500	0	1,200
6061 Education & Training	15,642	10,453	13,888	8,000	2,162	10,000
6062 Business Meals/Related	2,397	1,900	2,471	1,000	652	1,500
6063 Ed. Tuition Reimbursement	542	0	0	400	0	400
6064 Events	250	0	0	1,000	0	1,000
6070 Food	4,459	5,357	5,125	4,500	2,364	4,750
6080 Graphics	0	33	0	0	0	0
6100 Insurance	26,215	29,779	25,121	31,000	21,523	28,500
6110 Janitorial	8,645	7,315	8,255	6,000	2,675	6,000
6130 Legal	8,830	1,131	1,899	7,500	5,484	7,500
6131 Local Travel & Mileage	4,304	5,821	3,224	4,800	1,530	4,800
6140 Maintenance Supplies	5,297	8,490	6,970	8,250	1,674	8,250
6160 Office Supplies	8,236	5,870	5,809	6,000	2,394	6,000
6161 Operation Supplies	8,825	8,366	5,449	7,200	2,137	7,200
6170 Personnel Recruitment	1,251	848	355	1,000	332	1,000
6171 Phones	6,314	10,434	9,588	11,000	333	11,000
6172 Postage	8,176	7,655	9,580	8,500	4,272	9,500
6173 Printing	14,380	17,653	12,505	17,000	4,482	12,500
6174 Marketing/Promotion	6,530	7,155	6,143	7,000	1,216	7,000
6190 Repairs & Maintenance	4,167	3,854	3,697	3,200	1,075	3,200
6200 Rent, Utilities, Maintenance	21,734	20,700	22,464	23,000	11,232	25,000
6211 Travel	2,794	7,725	3,458	6,500	394	6,500
6230 Vehicle Maintenance	1,914	135	453	1,000	25	1,000
6231 Videotape	7,994	5,876	6,225	0	0	0
Total Materials & Services	\$ 200,378	\$ 205,657	\$ 184,651	\$ 200,750	\$ 88,888	\$ 201,600

MCTV PROPOSED FY 1999-2000 BUDGET

8002	Books				\$ 500	\$ 43	\$ 500
8003	Maintenance Supplies				1,650	0	1,650
8004	Office Supplies				1,500	10	1,500
8005	Operation Supplies				1,800	0	1,800
8006	Repairs & Maintenance				800	0	800
8007	Videotape				7,000	11,880	7,000
8008	Debt Reduction				0	0	0
8009	Interest on Debt				0	0	0
8030	Leasehold Improvements				0	0	0
8040	Office Equipment	8,282	6,393	680	36,200	1,509	33,200
8050	Office Furnishings	1,259	1,772	0	1,650	0	1,650
8060	Production & Maintenance Equip.	24,693	3,590	0	173,900	49,215	275,516
	Total Capital	\$ 34,234	\$ 11,755	\$ 680	\$ 225,000	\$ 62,658	\$ 323,616
9000	Savings to Endowment	\$ 192,855	\$ 374,295	\$ 345,220			
	TOTAL OPERATING EXPENSES	\$ 1,038,152	\$ 1,230,784	\$ 1,233,338	\$ 965,948	\$ 407,537	\$ 1,118,897
	Unexpended Balance:						
	Equipment Replacement Fund	172,072					
	TOTAL EXPENSES	\$ 1,210,224					

APPENDIX THREE
PORTLAND CABLE ACCESS
FY 1999-2000 BUDGET



January 14, 1998

Ms. Mary Beth Henry
Deputy Director
Office of Cable Communications and
Franchise Management
1211 SW Fifth Avenue, #1160
Portland, Oregon 97204-3711

Re: PCA FY 99-00 Budget

Dear Ms. Henry;

Enclosed please find the PCA FY 99-00 budget. Our complete budget for FY 99-00 is \$1,186,366.00.

The Board of Directors approved this budget at their December 1, 1998 board meeting.

Our budget is composed of two sections, first is the operational budget and the second is our capital budget.

The FY 99-00 operational budget is \$853,281.00 for FY 99-00. Portland Cable Access is planning on receiving from the City of Portland, the amount of \$744,159.00 in fees for services. The remaining \$109,122.00 in revenue will be derived from special projects, training income, tape sales, interest from an old property sale and checking interest fees.

The FY 99-00 Capital budget is \$333,085.00 and I have submitted a complete breakout of expenditures for this budgeted amount.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Skelton", written over a horizontal line.

Robert Allen Skelton

Encl.

FY 98-99 vs. 99-00 Budget Comparisons

Revenue Key points:

FY 98-99 \$1,207,269.00

FY 99-00 \$1,186,366.00

The PCA FY 99-00 organizational budget **decreases** by \$20,903.00 to (\$853,281.00 from \$ 874,184.00)

The PCA FY 99-00 capital budget remains the same (\$330,085.00)

- City contract for services increases by \$32,450.00
- FTE staffing remains at current levels
- Most expense categories have not shifted (+ or - 5%)

Increased levels of funding:

1. Special projects income increases by \$33,622.00
2. Video tape sales increase by \$688.18
3. Video tape duplication increase by \$403.00
4. Training income increases to \$8,000.00 (new category)
5. Checking account interest increases by \$2027.00
6. Staff salaries increased by \$27,964.00
7. Payroll taxes increased by \$644.00

Decreased levels of funding:

1. No use of endowment funds in this operational budget
2. Miscellaneous income decreases by \$6197.00
3. Contract interest from property sale decreases by \$2,390.00
4. Legal expenses decreased by \$39,040.00

Portland Cable Access FY 99-00

Annual Budget

\$1,186,366.00

Organizational Overview

Strategic Planning 1998-2000

Organizational Budget Detail
\$853,281.00

Capital Budget Detail
\$333,085.00

Line Item Detail

F.T.E. Breakout

PCA Board of Directors

Portland Cable Access Organizational Overview Portland Cable Access Strategic Planing

1998-1999

The mission of Portland Cable Access is to promote broad participation in civic and cultural life by encouraging effective use and understanding of community television.

Television is our business. Most people know that, but usually they're unsure of the scope and depth of our community involvement, independent production and public affairs commitment.

PCA is a non-profit 501©3 tax exempt charitable organization. Our board of directors volunteers from the community-at-large serving two-year terms. Their mandate is to set policy for the organization and to determine strategies that will allow the corporation to accomplish its mission.

Education is a major component of this mission. Several times a week, throughout the year, PCA offers affordable classes in television production where people learn with hands-on-experience about cameras, television studios and editing. Public access cable television is the means through which all members of a community may utilize the powerful media of television. PCA's television training and channels are affordable and comprehensive. For many groups and individuals, public access television represents their only opportunity to become active and competitive in the electronic exchange of information, ideas and opinions.

Another component of our mission is to provide a means for the public to see the work our community volunteers and staff produce. We cablecast television programming with consistent service on four channels: 11, 27, 33, and CityNet 30.

PCA presents over 4,500 new hours of locally produced programs every year. For the fiscal year 1997-1998, PCA produced 3,898 new programs.

***1998-99 goals for PCA program production seeks to surpass the 4,000 new program threshold. This goal will promote an even broader participation in civic and cultural life for Portlanders.**

Outline for PCA Strategic Plan 98-2000

PCA Strategies

- I. Strategy: Expand opportunities for community dialogue and information exchange through use of PCA's telecommunication resources.**
 - A. Goal: Public, Educational and Government (PEG) access is used by the community to create diverse participation in civic and cultural life.
 - B. Goal: PCA's telecommunication services are used by the community to create effective dialogue between citizens and government.
 - C. Goal: Partnerships are established with NPOs, educational institutions, businesses and government agencies to serve the community needs and leverage PCA resources.
- II. Strategy: Increase the base of citizens and community organizations having the understanding and skills to make effective use of PCA's telecommunication services.**
 - A. Goal: The community has received the training necessary to become skilled in the use of community media.
 - B. Goal: PCA incorporates planning for technological changes as an integral part of operational planning.
 - C. Goal: Community producers have acquired the ability to create effective programming that meets community needs.
- III. Strategy: Build a constituency and support for PCA and community media.**
 - A. Goal: PCA is widely recognized, valued and supported by the community as a vital telecommunication resource.
 - B. Goal: The local, regional, and national network of community media organizations is enhanced.
 - C. Goal: PCA has diversified and expanded funding to further its mission.
- IV. Strategy: Assure effective governance and management of PCA.**
 - A. Goal: PCA develops systems and procedures that maximize human and material resources to assure the highest possible level of community service.
 - B. Goal: Decisions and choices at PCA are made on a strategic basis.
 - C. Goal: PCA has developed an organizational environment that fosters mutual trust and cooperation.

Public Access Television

Public Access Channels

Channels 11, 27 and 33 are used to cablecast programs produced by and for individuals and organizations from the community-at-large. They not only give voice to the community; they create community by offering everyone in the electronic marketplace a chance to be heard.

Neighborhood associations share information. Non-profits share opportunity. Religious groups share faith. Artists share creativity. Ethnic organizations share culture. Governments share vision. Schools share knowledge. Together, we offer a unique reflection of Portland as a vibrant, imaginative, insightful, and dynamic community.

Community Access Network – Channel 11

This channel represents the combined programming efforts of Portland Cable Access, Multnomah Community Television, TCI of Southwest Washington, TCI of Milwaukee, Tualatin Valley Community Television and Willamette Falls Television. Channel 11 aired approximately 6,742 hours of programming during 1997-1998, representing 76.9% of capacity. Reaching over 370,000 homes, this is one of the largest channels of its type in the country.

***1998-99 priority goal for the CAN channel will be to improve the signal transmission from our colleagues at TCI of Southwest Washington. Technical imperfections have lowered the overall quality emanating from this center due to poor infrastructure and technical upgrades.**

PCA has independently adopted enhanced programming guidelines to keep the CAN channel regional and responsive to our viewers. Starting in January of 1999 programs must contain at least 20% of their program content produced in the METRO region. A Board of Director task force spent 8 months reviewing and recommending channel enhancements.

Channel 27 & 33

Public access programming is seen in the East and North regions of Portland on Channel 27 and in the East and West regions of Portland on Channel 33. On Channel 27, reaching over 93,000 homes, 5,226.7 hours of programming aired this year, including 1,067 hours of live NASA shuttle coverage. Channel 33, reaching over 158,000 homes, aired more than 4,575 hours of programming.

***1998-99 programming goals are to increase our production by 10%. Increased editing rooms will enable PCA to meet this challenge. The largest barrier to community television production is the editing process. PCA currently offers three fully equipped editrooms. PCA is in the process of expanding our editing room facilities. We hope to be on line with two new rooms by June of 1999.**

CityNet 30

CityNet 30 is PCA's dedicated public affairs channel televising local government and community meetings in action: live coverage of Portland City Council; METRO Regional Council; Portland School Board; City Club and other meetings and events of civic importance. CityNet 30, the electronic town hall, has been called Portland's own C-Span and aired over 3,737 hours of programming in 1997-98. CityNet 30 is seen in over 119,000 homes.

***1998-99 goals are to maintain this highly efficient program production schedule. PCA also endeavors to seek national recognition for selected programs through submissions to the Hometown 1999 Video Festival.**

How do we serve the community?

PCA partners with local government, education and other non-profit groups to produce programming that is cablecast on PCA channels. Typically, these organizations participate in all phases of production. This may include identifying the goals and target audiences, promoting the program, developing its content and distributing the finished program to venues other than PCA.

Outreach Productions

In 1997-98 the NE Martin Luther King, Jr. Blvd. Transportation Plan utilized PCA as part of its marketing mix to reach a greater audience in a cost-effective method. Andre Baugh, Project Manager, City of Portland Office of Transportation says, "PCA offered the transportation project a strategy to create project awareness and was instrumental in our obtaining unanimous support from regional and local leaders."

Education is a high priority for PCA. When the Albina Head Start program needed to reach families throughout the Portland community, PCA responded. "The information PCA shows on a daily basis is vital to our success and a great asset for us", says David Shephard, Information and Resource Specialist, Albina Head Start.

***1998-99 Outreach production goals will highlight health-related issues. PCA is partnering with OHSU for a series of programs titled "Healthy Talk".**

PCA will continue our active participation with Northeast organizations such as The Life Center, to distribute vital information about opportunities offered to the underserved members of our community.

Teleconferencing

PCA connects distant people and communities by supplying teleconferencing opportunities. Groups separated by thousands of miles can be linked together to engage in dialogue, learning and professional development.

***1998-99 PCA will continue this important revenue-producing stream while offering affordable electronic telecommunications. PCA's goal is to generate over \$20,000 teleconferencing this year.**

Community Bulletin Board

PCA informs viewers of special events and information as provided by community and non-profit groups through the Community Bulletin Board. Televised on channels 11, 27, 30 & 33.

***1998-99 goal for our bulletin board services is to convey important messages for over 500 non-profit organizations and events in Portland.**

Media Education

PCA offers classes in television production throughout the year. Classes include detailed, hands-on instruction in camera operation, sound, lights, and editing. Technicians and teachers are available for one-on-one assistance when needed. For the year 1997-1998, 170 people were certified in editing, 84 in field camera, 102 in studio, 38 in Mobile Production and 13 in advanced camera.

After completing a thorough curriculum, our students are certified as Television Producers and have PCA's comprehensive collection of professional-quality production equipment at their disposal. A state-of-the-art remote production truck and two large and well-equipped studios are also available to certified producers for their independent productions. Studio A is an impressive 40' x 50' with 20' ceilings and the larger of the two. Both studios have full coverage light grids. A total of eight video sources, including cameras, tape roll-ins, scan converters and an Elmo camera is available.

***1998-99 goals for Media Education are highlighted by two new programs. PCA has partnered with PSU to offer for credit video production classes. These classes are offered at PCA using our staff and facilities. Our second new program will commence in early 1999 and will offer after school television production training to Benson High School students.**

These classes are in addition to our current public training opportunities. PCA will train over 500 persons in camera, character generator, editing, studio and mobile production in 1998-99. This represents a substantial increase in training from last year's activities.

Video Training for Non-Profits

The production department at PCA offers an all-day workshop targeted to empower non-profit, education, and government organizations in the production of promotional videos. Knowing the financial limitations many non-profits face, PCA provides editing and graphic support free of charge in an effort to facilitate their promotional requirements. Groups participating in the workshops during 1997-98 include:

- ♦ Albina Head Start
- ♦ The Haven Project

- ♦ H.E.A.L. - Portland
- ♦ Lifeline
- ♦ March of Dimes
- ♦ Metropolitan Human Rights Center
- ♦ Office of Neighborhood Involvement
- ♦ Oregon Health Decisions
- ♦ Pacific Northwest Search and Rescue
- ♦ Portland Youth Philharmonic
- ♦ Regional Arts and Culture Council
- ♦ Reed College
- ♦ World Affairs Council

***1998-99 goals for this program will include video training for additional 50 non-profit agency persons. PCA will remain a leader in offering fast and efficient learning opportunities for our non-profit colleagues. Public Access television is the most efficient, cost effective, means of communication available to these organizations.**

Mobile Production Vehicle

PCA's mobile production vehicle (MPV) is a complete portable studio on wheels. This vehicle takes Portland Cable Access out into the community. After certification, PCA community producers are qualified to use this vehicle to videotape events of their choice.

The MPV has the ability to "go live" from sites with cable drops, such as the Multnomah Club, where every Friday, live, gavel to gavel meetings of the City Club are cablecast live. The MPV is also utilized to cablecast Portland's Board of Education meetings. In addition, our production staff and certified volunteers use the MPV for special events like the St. John's Parade, the Rose Festival Grand Floral Parade, the Homowo Festival and the Good In The Hood Parade, to name a few.

***1998-99 production goals include a very unique partnership with the Oregon Food Bank. PCA will close normal operations in the beginning of July to completely focus on the main annual fundraising event for the Oregon Food Bank. The Food Bank presents several days of musical presentations on the waterfront to increase awareness of their mission. PCA will present this multi-day event using staff and community producers.**

This multi-day, live presentation will be a first for our organization utilizing the talents of over 100 volunteers spanning five days.

How Do We Fund the Organization?

Through a contract for services agreement with the City of Portland, PCA manages Public, Educational and Government (PEG) access channels. PCA's annual budget is largely comprised from this contract for services with the City and earned income fees charged for workshops and production services. PCA only offers production services to non-profit, educational and governmental organizations.

The energy and talent it takes to bring all of this education, advanced equipment and community involvement together is delivered by the staff at PCA. A richly talented and dedicated group of professionals, they are prolific producers, as well.

We exist to serve Portland's needs in free speech and television.

**Portland Cable Access
Staff Assignments**

Administration:

Our Administration Department consists of:
Executive Director Robert Skelton (1FTE)
Assistant to the Director Dawn Wilson (1FTE)
Controller Tom Riley (3/4 FTE)

Engineering:

Our Engineering Department consists of:
Engineering Coordinator Ray Larson (1FTE)

Training:

Our Training Department consists of:
Training Coordinator Ellery Nelson (1FTE)

Public Access Department:

Coordinator Gregory Franklyn (1FTE)
Public Access Technicians
 Manny Romero (1FTE)
 Jacqueline Williams (1FTE)

Production:

Our Production department consists of:
Production Manager Linda Hawkins (1FTE)
Producer/Editor/Videographers
 Irena Boboia (1FTE)
 Jason Tait (1FTE)

Programming:

Our Programming Department consists of:
Traffic Coordinator Cindy Rouse (3/4FTE)
Master Control Technicians
 Ted Liljeholm (1FTE)
 Lance Brown (1FTE)
 Neal Ruckman (1FTE)

1999-2000 Capital Purchase Plan

Production Switchers

The studio switchers are 8-9 years old. Exchange agreements with the manufacturer are available. The current units control panels would be modified to work with the new digital compatible switchers. The switcher would then allow full digital pathways when available. It also allows transcoding of digital and analog signals.

2x\$15,000 \$30,000.

Digital Edit Migration

Digital process decks and equipment are rapidly maturing. Edit record decks and dubbing stations are need for the first phase to replace analog technology.

12x\$8,166 \$98,000

Production Cameras

Several additional cameras would fill out our equipment needs. We need to retire the last of our original S-VHS cameras. It may be appropriate to purchase some digital camcorders now.

5x\$6,000 \$30,000

Digital decks for migration could also starts with this project. This would allow producers to use their own digital cameras at PCA. This is a similar model to PCA's transition to high-8 several years ago.

3x\$10,000 \$30,000

Experimental Audio/Video Streaming Project

NT Server, w/dual Xenon processors intended to develop a basic rapid digital path for audio & video net streaming. Includes all software, T-1 network connectivity, and training modules. see attached "Project One"

\$32,000

Office Computers

2 Pentium 300 NT work stations w/ 19 " monitors	\$4,400
1 Pentium 233 lap top	2,500
Intel stackable router	3,185

Building Additions

Editing Rooms:

Construction of two new editing spaces with adjoining voice/narration recording room.	\$98,000
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Building awing w/ lighting	\$5,000
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TOTAL FY 99-00 Capital funding

\$333,085.00

PCA Digital Design and Research

Project One Access to Non-Cable Citizens

Public access opportunities are for all citizens whether they subscribe to cable or not.

Project One has substantial merit based upon the goal of PCA gaining more viewership. PCA has a good distribution system via the Paragon/TCI cable system. There are a number of people who would like to see PEG access programs that don't subscribe to cable.

There are two other methods of signal distribution that PCA has not utilized. The first method is UHF signal transmission. PCA could apply for a license from the FCC and build a conventional transmitter, as was done in the early days of television, to distribute signals to non-cable subscribers. In Portland there exist thousands of potential viewers that would enjoy enhanced community non-commercial programming, such as the PCA C.A.N. channel.

A shortcoming of this distribution method is that the transmission of digital signals is getting very expensive compared to the old analog method. PCA could allocate substantial resources to digital UHF distribution while leaving many potential viewers, outside of the limited signal area, not served by this process.

However, many other people in Portland and elsewhere are choosing alternative methods of receiving programming. Many have chosen satellite dish reception while many others have varying levels of computer savvy.

This project seeks to increase the distribution of public access programming to homes with computers. Project One will also enable interested viewers access to PCA programs on a much wider scale than ever before imagined.

The purpose of Project One is to distribute television programs via the Internet. Video streaming is the common term used for this application.

Overview for Project One:

1. The design of an effective method for PCA to distribute PEG programming via the Internet
2. Describe in detail what components will be needed to launch this distribution method
3. Describe the development of the educational training course materials for video streaming
4. Goals for training in 1999
5. Annual budget for Project One digital program distribution.

1. Digital distribution via Internet

Project One

The project requires the installation of a separate, stand-alone NT 4.0 server, large storage hard drives, computerized firewalls and switching systems. Project One hardware and software selection will be designed by Spire Technologies, and be used to distribute audio and video programming originating from PCA. Spiretech has the expertise to partner with PCA staff to design, install, train and maintain a streaming network. Project One can be housed in our newly constructed voice over narration space and use the current PCA category five wiring system. No additional inter-office wiring would be required.

This system will permit fast and efficient transmission of PCA program guides and web site updates on a regular basis. Substantially reduced times for large file transfers both incoming and out going, will increase staff productivity.

One example of increased efficiency would be to daily list the class rosters for PCA producer training classes enabling prospective new client's accurate class availability schedules, without direct staff involvement. The ability to offer, accurate, up-to-date information, 24 hrs. per day, will afford PCA a larger pool of interested volunteers. Many of PCA productions are completed in the evenings and on weekends. If this means of critical information sharing is made available in non-traditional business hours, we will increase positive community perception of PCA.

Detailed class evaluations and system usage statistics will be generated during Project One to provide for evaluation purposes. An evaluation process will be developed and semi-annual reports will be presented to the PCA Executive Committee.

2. Description of components for Video Streaming

U.S. West fractional T-1 128 k telephone line.

128k Frame Relay Access Link with one Permanent Virtual Circuit

\$234.18 Monthly , one year contract, \$2810.16

\$ 2,810.16

Set Up fee \$700.00

700.00

ASUDSU Digital Modem including installation

1,500.00

NT Domain Server

On-site internet domain server

Proxy server to act as firewall

Video capture card for streaming

Includes hardware and software built to suit estimated cost

10,000.00

External RAD Array

36 gigs of storage space

7,500.00

Switch

segregates bandwidth between each segment
on the network

2,400.00

Component Total

\$ 24,910.16

3. Education and Training for Project One

Project One will require the development of effective training programs. The first component for development in support of video streaming at PCA shall be the training syllabus and accompanying course instruction manual. Community members will be able to also view the course materials on the PCA website, using the PDF Acrobat program, to encourage broader participation. We will offer the class to a maximum of ten people at one administration. Small, hands on class environments seem best suited to the technical proficiency required. Vivid power point presentations will support take home class manuals.

Once per month Project One live demonstrations will be given free to all interested persons in the community, regardless of PCA certification. The Project One contract instructor will conduct these outreach presentations. These monthly community outreach demonstrations will also serve as well organized reinforcements to accomplished PCA producers. Staff will select from current PCA program offerings and diversify monthly Internet broadcasts to ensure wide participation.

A caveat for advanced networking opportunities, such as Project One, will make it necessary for PCA to test for basic computer proficiency. Project One will not be offered to any producer unless they can first successfully pass a basic PCA computer examination. The basic computer proficiency exam will be offered on-line, on our channels, and on tape. A sample test exam will also be a part of the web site to prepare new users of the type of information needed to succeed while video streaming.

PCA staffers will be able to assume all aspects of Project One outreach and training after the first six months of the program.

Development of basic and sample computer
proficiency examination

\$ 500.00

Development of the Project One training course,
power point sides and manuals

2,500.00

Printing of 200 manuals and binders

2,000.00

Conducting Project One video streaming
monthly seminars for 10 students, 6 months.
Class time, 3 – 2 hrs sessions

1,200.00

Conduct 6 Project One video streaming
community demonstrations, one per month,
for 6 months

800.00

Training Total

\$ 7,000.00

4. Goals for Project One

The goal is to train 60 producers in all aspects of video streaming in six months.

Public access community producers will be allocated 40 PCA Project One training opportunities in the first six months of the program.

Newly certified PSU students will be allocated 10 Project One training opportunities. PCA has partnered with PSU, starting in September of 1998, to offer video production classes for PSU credit. The goals of Project One will parallel important goals set by PSU for the college students now learning at PCA. The projects produced by PSU students will evolve from direction given by PSU professors. This direction will bring to PCA unique program perspectives.

Non-profit organizations will be allocated 5 Project One training opportunities within the first six months to assure important support for these valuable community partners. For example, nonprofit organizations such as the World Affairs Council, the Audubon Society, the Nature Conservancy and the City Club would be ideal Project One participants.

The final allocation of 5 Project One training opportunities will be offered to governmental entities. Community policing conferences, water conservation presentations, parks and recreation programs, fire awareness training, health enhancement seminars, and community planning forums all could make use of the new video streaming potential.

5. Annual budget for Project One

Digital computer network and support \$ 24,910.16

Contract educational development and installation 7,000.00

Total estimated cost \$ 31,910.16

The PCA Digital Design and Research Program will fashion future digital applications that will always focus on television while developing a stronger community.

MEETING DATE: MAY 20 1999
AGENDA NO: R-5
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution consenting to transfer of the Paragon/Multnomah cable franchise to TCI Cablevision of Ohio, Inc. with conditions

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999

AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Non-Departmental

DIVISION: Commissioner Sharron Kelley

CONTACT: David Olson

TELEPHONE #: 823-5385

BLDG/ROOM #: 105/1160

PERSON(S) MAKING PRESENTATION: Royal Harhman,

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution consenting to transfer of the Paragon/Multnomah Cable franchise to TCI Cablevision of Ohio, Inc. with conditions

5/20/99 copies to Dee & MHCR

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley

(OR)

DEPARTMENT

MANAGER: _____

CLERK OF
COUNTY COMMISSIONERS
99 MAY 11 AM 9:55
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5213
E-Mail: sharron.e.KELLEY@co.multnomah.or.us

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

TO: Board of County Commissioners
FROM: Commissioner Sharron Kelley
RE: Resolution Approving MHCRC Budget for FY 1999-2000
Today's Date: May 12, 1999

Requested Placement Date: May 20, 1999

I. Recommendation / Action Requested

MHCRC seeks BCC adoption of this Resolution approving transfer to TCI of the Paragon cable franchise for unincorporated Multnomah County.

II. Background / Analysis

TCI has agreed to a specific integration plan that provides for separate management presence in the system, and specific supervisors formally designated to respond to MHCRC (or County) concerns on customer service, I-net construction, etc. TCI has also agreed to substantially upgrade existing cable access interconnections if MHCRC requests it following a technical and cost estimate. Payment will be made out of existing PEG Capital funds. Beyond the requirements of the last transfer, TCI has specifically agreed to Internet interoperability protocols for "@Home", and has agreed that all "@Home" customers can bypass "@Home" and directly access content of their Internet Service Provider (ISP) of choice. TCI will maintain a level of local management & customer service, including physical presence in the franchise area, equivalent to Paragon's, including offices, facilities, walk-in payment centers. TCI has agreed to reimburse all direct, out-of-pocket costs of the MHCRC and the MHCRC jurisdictions in acting on the transfer. In a letter commitment outside the transfer itself, TCI has agreed to provide \$125,000 in one-time additional capital support for Multnomah Community Television to provide automated camera systems for live carriage of County Commission meetings, and meetings of other MHCRC jurisdictions. (A similar commitment has been made for a Portland communications project).

III. Financial Impact - See section II.

IV. Legal Issues - See section V.

V. Controversial Issues

To avoid a second front of litigation, MHCRC took a different approach to the "open access" cable modem requirement than the approach taken for the transfer of the TCI franchises to AT&T on the west side. The proposed language states:

2) *Transferee acknowledges that the Jurisdictions acting through the MHCRC may require Transferee to provide nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for providers of Internet and on-line services, whether or not such providers are affiliated with Transferee, within six months of a final, nonappealable ruling imposing or acknowledging the authority of the Jurisdictions, or any of them, to impose such a condition in connection with AT&T et. al. vs. City of Portland and Multnomah County, Case No. CV 99-65 PA, U.S. District Court (D. Oregon), filed January 19, 1999;*

(3) Transferee agrees to comply with all lawful requirements with respect to nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for unaffiliated providers of Internet services. In the event that such access is provided pursuant to an agreement with a local Franchising Authority, on other than a temporary test or promotional basis, not to exceed twelve months, by any cable system owned and operated by Transferee or any affiliate that is owned and operated by Tele-Communications, Inc., serving more than 50,000 subscribers in California, Oregon or Washington, other than the cable system serving the City of Seattle and unincorporated King County, Washington, then such access shall be provided within six months to the same extent on comparable terms and conditions in and to the MHCRC Jurisdictions.

MHCRC staff states that the County will reserve the right to order 'open access' if the County's authority is upheld in the current court case. A six-month transition period is allowed as a reasonable period to implement the necessary technical changes for open access, and also to allow the local ISP's to develop and implement marketing plans.

VI. Link to Current County Policies

At the time of the review of the transfer of the TCI to AT&T, the BCC expressed its support for providing internet service providers with competitive open access to cable modem technology as a condition of the approval of a franchise transfer.

VII. Citizen Participation

MHCRC held a public hearing on this transfer.

VIII. Other Government Participation - Gresham, Fairview, Wood Village, Troutdale and Portland.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-89

Consenting to transfer of the Paragon/Multnomah cable franchise to TCI Cablevision of Ohio, Inc. with conditions.

The Multnomah County Board of Commissioners Finds:

1. Certain cable systems operated by KBL Portland Cablesystems, L.P. and KBL Multnomah Cablesystems, L.P. (dba Paragon Cable, and collectively affiliates of Time Warner, Inc.) ("Transferor") are to be transferred to TCI Cablevision of Ohio, Inc. ("Transferee") (an affiliate of Tele-Communications, Inc. ("TCI")) and AT&T Corp. ("AT&T")) under the terms of an Asset Exchange Agreement dated November 25, 1998 between and among affiliates of Time Warner, Inc. (collectively "Time Warner") and affiliates of TCI. The Asset Exchange Agreement would affect the control and ownership of the Time Warner-owned Paragon cable franchises of the City of Portland ("Paragon/Portland franchise") and Multnomah County and the Cities of Fairview, Gresham, Troutdale, and Wood Village ("Paragon/Multnomah franchise").
2. The Mt. Hood Cable Regulatory Commission ("MHCRC") (created by Intergovernmental Agreement dated December 24, 1992) carries out cable regulation and administration on behalf of the City of Portland; and on behalf of Multnomah County and the Cities of Fairview, Gresham, Troutdale, and Wood Village (collectively, the "Jurisdictions"). Among other things, the Commission acts in an advisory capacity to the Jurisdictions in connection with potential or proposed transfers or changes in ownership or control of any cable franchise issued by the Jurisdictions.
3. MHCRC staff was notified on December 22, 1998 of the execution of the Asset Exchange Agreement. The notification was accompanied by an FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" for the Paragon/Portland and Paragon/Multnomah franchises. The notification and FCC Form 394 filing requested the consent of the Jurisdictions for the proposed transfer of the Paragon/Portland and Paragon/Multnomah franchises in connection with the Asset Exchange Agreement.
4. On January 25, 1999, the MHCRC established a process for consideration of the proposed transfer (MHCRC Res. 99-2). On February 22, 1999, the MHCRC held a public hearing on the proposed transfer. On March 15, 1999, the MHCRC, Time Warner, and TCI agreed to an extension of time (MHCRC Res. 99-3) until May 22, 1999 for completion of action by the Jurisdictions on the transfer request.
5. The Paragon/Portland and Paragon/Multnomah franchises prohibit any transfer without the prior consent of the applicable MHCRC Jurisdiction. Specifically, Sections 17.1 and 17.2 of the Paragon/Portland and Paragon/Multnomah franchises prohibit a franchise transfer or

change in control without the prior consent of the Jurisdictions expressed by ordinance or resolution, as applicable. Section 17.1(B)(2) of the Paragon/Portland and Paragon/Multnomah franchises provides that the Jurisdictions may inquire into the technical, legal, and financial qualifications of the prospective transferee, and may require that the prospective transferee respond timely in writing to the Jurisdictions' request for information. Such requests for information by the Jurisdictions may, without limitation, be addressed to the prospective transferee's ownership structure, experience, management qualifications, legal qualifications, character qualifications, financial capability and cable system financing plan, financial pro formas, operating history, technical capabilities, and technical plans for the cable system. Section 17.1(B)(3) provides that the Jurisdictions may condition any Transfer upon such conditions as are considered appropriate. Such reasonable conditions may include, but are not limited to, a requirement that the prospective transferee reimburse the Jurisdictions' reasonable direct costs in processing the Transfer request, requiring that the transferee assume responsibility for any non-compliance by Grantee, and requiring that a guaranty be furnished by the proposed transferee's parent corporations. No Transfer for which the Jurisdictions' consent is required may occur until the successor, assignee or lessee has complied or agreed to comply with all of the requirements of the Paragon/Portland and Paragon/Multnomah franchises, as applicable.

6. MHCRC staff sent a letter dated February 8, 1999 to TCI and Time Warner representatives requesting additional information. TCI and Time Warner sent a reply letter dated February 18, 1999. MHCRC staff subsequently provided a memorandum, dated February 28, 1999, to TCI and Time Warner representatives. The memorandum summarized concerns identified by MHCRC staff, and suggested conditions addressed to the following issues, among others:
 - (a) Need for adequate guarantor; and financial/structural information on TCI/Ohio;
 - (b) Structure and management of eastside franchises following transfer;
 - (c) Technical information on integration of eastside and westside I-nets and upgrade requirements;
 - (d) Potential franchise violation by TCI Cablevision of Ohio's corporate parents and affiliates with respect to closure of merger of AT&T and TCI;
 - (e) Additional public benefits to account for TCI regional economies of scale;
 - (f) TCI election to continue Time Warner Social Contract, and Social Contract compliance issues;
 - (g) Deployment of high-speed Internet access via cable modem; implications of imposing requirement for nondiscriminatory open access to cable modem platform in the context of pending litigation between AT&T/TCI and the City of Portland and Multnomah County, and efficacy of including certain provisions agreed to by AT&T in other jurisdictions;
 - (h) Local control and customer service issues;
 - (i) Franchise compliance issues;
 - (j) Restoration of carriage of C-Span II;
 - (k) Authority for utilization of cable system for telecommunications and compliance and construction issues related to AT&T affiliate TCG; and
 - (l) Other related conditions and concerns.

7. Following meetings between the parties on March 1 and 2, 1999, Time Warner and TCI representatives responded to MHCRC staff's February 28, 1999 memorandum by letter dated March 5, 1999. The parties then met and discussed the issues at further meetings of March 10, 1999 and March 30, 1999. After reaching a tentative agreement on outstanding issues, MHCRC staff and Time Warner and TCI representatives met and reviewed the details of the proposed agreement with members of the MHCRC ownership transfer task force on April 1, 1999. Time Warner and TCI representatives subsequently reviewed and discussed with MHCRC staff the form of ordinance or resolution and conditions for approval of the transfer at further meetings on April 12, April 15, April 16 and again on April 19, 1999.
8. The MHCRC held a work session on April 19, 1999 to review the information received, to consider further input from AT&T, TCI, and Time Warner and MHCRC staff, and to make a recommendation to the Jurisdictions.
9. After considering the concerns and conditions identified by staff, and the information and discussion among the parties, the MHCRC has recommended that the Jurisdictions approve the proposed transfer of the Paragon/Portland and Paragon/Multnomah franchises to Transferee with certain conditions, including the following:
 - (a) unqualified acceptance by the Transferee of all existing Paragon/Portland and Paragon/Multnomah lawful franchise requirements;
 - (b) provision of a guarantee of franchise performance by TCI West, Inc., with assurances that if TCI West, Inc.'s stockholder's equity falls below \$500 million, then AT&T shall provide a substitute guarantor meeting such test and subject to the Jurisdictions' reasonable approval;
 - (c) management and operations integration and operating structure to the extent projected in the letter and attachments from Paragon (Time Warner) and TCI to MHCRC staff dated March 5, 1999;
 - (d) a supervisory point of contact to manage the communications, reports and franchise commitments with respect to both the eastside and westside cable system upgrades and institutional networks; specifically, such technically qualified supervisor shall:
 - (1) have sufficient authority and knowledge to implement agreements and understandings mutually agreed to between Transferee and MHCRC or Jurisdiction representatives; and
 - (2) respond orally or in writing, or meet with MHCRC or Jurisdiction representatives as requested, within three business days of any reasonable request. (3) In addition, Transferee shall:
 - (a) submit to MHCRC or Jurisdiction representatives no later than June 14, 1999 complete information regarding the westside upgrade as outlined in the MHCRC memorandum dated September 3, 1998 (to Paul Klein and Gloria Crayton); such information to be provided in substantially similar format as Paragon Cable's Upgrade Report for the eastside upgrade; and
 - (b) ensure the continuance of monthly meetings and written updates for both the eastside and westside cable system upgrades and institutional networks;

- (e) (1) Transferee shall upgrade and activate, as necessary, Interconnections as defined and required under the Paragon/Portland and Paragon/Multnomah franchises for the purpose of providing Institutional and PEG Access services among and between the major, contiguous cable systems in Multnomah, Washington and Clackamas counties (Oregon), and Clark County (Washington) so that such Interconnections meet the specifications set out in the franchises no later than December 31, 2000. In addition to meeting all applicable franchise requirements, the Transferee shall provide, in the manner set forth in subsection (e)(2) and (e)(3) below, the following with respect to such Interconnections:

(a) A wideband Interconnect such that multiple video and data signals can be carried bi-directionally;

(b) Video performance equal to or greater than the current FCC standards (Part 76) for Cable Television Technical Performance;

(c) No intermediate electronics between Interconnected Headends, Hubs, or Master Control centers; and

(d) An option to increase data and video channels by adding additional electronics modules.

(2) Transferee shall provide to the MHCRC a proposal to meet the capabilities outlined in subsection (e)(1)(a)-(d) hereof, including, but not limited to, timelines, technical specifications and costs, together with and on the same schedule as the information to be submitted under subsection (d)(3) above.

(3) If, following receipt of Transferee's proposal under subsection (e)(2) hereof, the MHCRC determines by formal approval of an order to proceed with implementation of any of the capabilities outlined in subsection (e)(1)(a)-(d) hereof, Transferee may credit the Incremental, direct costs of providing such capabilities beyond Franchise requirements against the funds provided under Sections 9.1(c) of the Paragon/Portland and Paragon/Multnomah franchises;

- (f) If Transferee offers @Home service to subscribers in Transferee's franchise areas within the MHCRC's Jurisdictions, then:

(1) Except for @Home service offered either on a temporary test or promotional basis, not to exceed 12 months:

(a) So long as @Home is considered a 'cable service' under applicable law, Transferee shall be subject to all lawful and applicable consumer protection, privacy, and other requirements;

(b) Transferee shall ensure that @Home will maintain currency with standards for interoperability with Internet protocol applications; and

(c) Transferee shall ensure that customers of @Home will be able to access other unaffiliated Internet Service Providers or unaffiliated online service provider content without first having to view content provided by @Home or other affiliated service providers if a customer so chooses.

(2) Transferee acknowledges that the Jurisdictions acting through the MHCRC may require Transferee to provide nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for providers of Internet and on-line services, whether or not such providers are affiliated with Transferee, within six months of a final, nonappealable ruling imposing or acknowledging the authority of the Jurisdictions, or any of them, to impose such a condition in connection with *AT&T et. al. vs. City of Portland*

and Multnomah County, Case No. CV 99-65 PA, U.S. District Court (D. Oregon), filed January 19, 1999;

(3) Transferee agrees to comply with all lawful requirements with respect to nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for unaffiliated providers of Internet services. In the event that such access is provided pursuant to an agreement with a local Franchising Authority, on other than a temporary test or promotional basis, not to exceed twelve months, by any cable system owned and operated by Transferee or any affiliate that is owned and operated by Tele-Communications, Inc., serving more than 50,000 subscribers in California, Oregon or Washington, other than the cable system serving the City of Seattle and unincorporated King County, Washington, then such access shall be provided within six months to the same extent on comparable terms and conditions in and to the MHCRC Jurisdictions.

(4) For purposes of this subsection (f), "@Home" shall include either the @Home service or other comparable high-speed Internet access services via cable modem;

(g) Local management and physical facilities.

(1) Transferee shall maintain a level of local management and direct customer service and repair personnel within the franchise areas consistent with the level provided by Transferor;

(2) Transferee shall maintain physical offices and facilities in the franchise area(s) (including staffed physical locations with customer service representatives available to accept payment of bills and respond to service, billing, or repair questions during standard business hours);

(3) Transferee shall designate a supervisory point of contact for Jurisdiction or MHCRC-referred complaints or inquiries. Such supervisor must have sufficient authority and knowledge to respond to MHCRC or Jurisdiction information requests, as well as the authority to implement agreements and understandings reached in connection with individual complaints and referrals. Such supervisor shall respond orally or in writing, or meet with Jurisdiction or MHCRC personnel as reasonably requested within one business day of any MHCRC or Jurisdictional referral.

(h) As required by the Franchises, Transferee shall reimburse all direct, out-of-pocket costs itemized by the MHCRC and the Jurisdictions incurred in analyzing and acting upon the transfer request;

(i) PEG Access Capital Costs amounts paid by Transferee to or on behalf of the Jurisdictions under the Paragon/Portland and Paragon/Multnomah franchises shall be subject to audit or review by the Transferee within one (1) year of the funds being expended either by an outside recipient or by the MHCRC or Jurisdictions, whichever is later. If Transferee fails to conduct an audit or review within this time period, Transferee shall be deemed to have waived any objection to the expenditure of such funds;

(j) Transferee responsible for any non-compliance by franchisee. Transferee shall acknowledge and agree that the Jurisdictions do not waive and expressly reserve all legal rights and authority in regard to any and all non-compliance under the Paragon/Portland and Paragon/Multnomah franchises that may now exist or may later be discovered to have existed during the term of the franchise(s), even if prior to the transfer authorized by the Jurisdictions; and,

- (k) Automatic denial in the event of material change in terms. Transferee shall acknowledge that, in the event the subject transaction is not finally consummated or does not reach final closure for any reason, or in the event such closure is reached on terms which are substantially and materially different from the terms set forth in the Asset Exchange Agreement dated November 25, 1998, FCC Form 394, and subsequent information provided by the Transferee and relied upon by the MHCRC, Transferee's request for transfer of the Paragon/Multnomah franchise shall be deemed denied. In that event, Transferee may resubmit its transfer request.
10. Transferee's application for the transfer of the Paragon/Portland and Paragon/Multnomah franchises should be approved under the conditions set forth herein. If Transferee, Transferee's guarantor TCI West, Inc., and, with respect to any obligations set forth in Section 9(b) above, Transferee's ultimate parent AT&T do not accept these conditions, the application should be denied.

The Multnomah County Board of Commissioners Resolves:

- a. Subject to the conditions set out in the acceptance form attached as Exhibit A to this resolution, Multnomah County approves Transferee's request for a transfer of the Paragon/Multnomah franchise (KBL Multnomah Cablesystems, L.P.).

b. Written acceptance.

(1) On or before 5:00 p.m. on May 21, 1999, after passage of this resolution, Transferee and Transferee's guarantor TCI West, Inc. and, with respect to any obligations set forth in Section 9(b) above, Transferee's ultimate parent AT&T Corp., shall file a written, executed acceptance of this resolution. The acceptance shall be in the form attached hereto as Exhibit A. Transferee shall file such written acceptance with the City of Portland Office of Cable Communications and Franchise Management, as staff for the MHCRC and Jurisdictions.

(2) The executed acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions and restrictions contained therein.

(3) The failure, refusal or neglect by Transferee and Transferee's guarantor TCI West, Inc. and, with respect to any obligations set forth in Section 9(b) above, Transferee's ultimate parent AT&T Corp., to file such written acceptance by such time shall constitute an abandonment and rejection of the rights and privileges conferred hereby.

- c. Denial of transfer application. If for any reason Transferee, Transferee's guarantor TCI West, Inc. and, with respect to any obligations set forth in Section 9(b) above, Transferee's ultimate parent AT&T Corp. fail, refuse or neglect to file the written acceptance as set forth in Subsection b. above, or in the event the transaction which is the subject of the written acceptance as set forth in Subsection b. above is not finally consummated or does not reach final closure for any reason, or in the event such closure is

reached on terms substantially and materially different from the terms set forth in the Asset Exchange Agreement dated November 25, 1998, FCC Form 394 and subsequent information provided by the Transferee and relied upon by the MHCRC and the Jurisdiction, Transferee's request for transfer of the Paragon/Multnomah franchise shall be deemed denied. In that event, Transferee may resubmit its transfer request.

Adopted this 20th day of May, 1999.



REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

EXHIBIT A
ACCEPTANCE FORM

Multnomah County c/o Mt. Hood Cable Regulatory Commission
1211 SW Fifth Avenue
Room 1160
Portland, OR 97204

This is to advise Multnomah County (County) that Transferee and Transferee's guarantor TCI West, Inc. and, with respect to the obligations of Section (b) hereof, Transferee's ultimate parent AT&T Corp. ("AT&T"), hereby unqualifiedly accept the provisions applicable to them of Resolution No. 99-89, (subject resolution) passed by the Multnomah County Board of Commissioners (Board) on May , 1999, regarding the transfer to the Transferee of the following cable franchise:

Paragon/Multnomah franchise (KBL Multnomah Cablesystems, L.P.) (Resolution No. 98-18 passed by the Board on February 19, 1998) ("Paragon/Multnomah")
and agree, as applicable, to abide by the following terms and conditions:

- (a) Compliance with franchises. In all respects and without exception, Transferee shall comply with each and every provision of the Paragon/Multnomah franchise, including all lawful applicable ordinances, resolutions, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto or in connection with the subject resolution, as applicable.
- (b) Guarantee. Transferee shall provide a guarantee of franchise performance by TCI West, Inc. in a form satisfactory to the County, with assurances that if the stockholders' equity of TCI West, Inc. falls below \$500 million, then TCI West, Inc. shall notify the County in writing within 150 days of the end of the year in which the stockholders' equity has fallen below \$500 million. AT&T, as the ultimate parent corporation of TCI West, Inc., shall simultaneously identify and provide a substitute guarantor, meeting such test, which substitute shall be subject to the reasonable approval of the County. As used herein, "stockholders' equity" means the assets minus liabilities of TCI West, Inc., measured in accordance with Generally Accepted Accounting Principles, as reported in the annual financial statements for TCI West, Inc., which statements shall be audited by TCI West Inc.'s independent accountants and a copy of which shall be provided to the County within 120 days of the end of each year.
- (c) Management and operations integration. Transferee shall provide management and operations integration and operating structure to the extent projected in the letter and attachments from Paragon and TCI to MHCRC staff dated March 5, 1999;
- (d) Supervisory point of contact and I-net information. Transferee shall provide a supervisory point of contact to manage the communications, reports and franchise commitments with respect to both the eastside and westside cable system upgrades and institutional networks. Specifically, such technically qualified supervisor shall:

- 1) have sufficient authority and knowledge to implement agreements and understandings mutually agreed to between Transferee and MHCRC or County's representatives; and,
- 2) respond orally or in writing, or meet with MHCRC or County representatives as requested within three business days of any reasonable request.
- 3) In addition, Transferee shall:
 - a) submit to MHCRC or County representatives no later than June 14, 1999 complete information regarding the westside upgrade as outlined in the MHCRC memorandum dated September 3, 1998 (to Paul Klein and Gloria Crayton); such information to be provided in substantially similar format as Paragon Cable's Upgrade Report for the eastside upgrade; and,
 - b) ensure the continuance of monthly meetings and written updates for both the eastside and westside cable system upgrades and institutional networks.

(e) Interconnection requirements.

- 1) Transferee shall upgrade and activate, as necessary, Interconnections as defined and required under the Paragon/Portland and Paragon/Multnomah franchises for the purpose of providing Institutional and PEG Access services among and between the major, contiguous cable systems in Multnomah, Washington and Clackamas counties (Oregon), and Clark County (Washington) so that such Interconnections meet the specifications set out in the franchises no later than December 31, 2000. In addition to meeting all applicable franchise requirements, the Transferee shall provide, in the manner set forth in subsections (e)(2) and (3) below, the following with respect to such Interconnections:
 - a) A wideband Interconnect such that multiple video and data signals can be carried bi-directionally;
 - b) Video performance equal to or greater than the current FCC standards (Part 76) for Cable Television Technical Performance;
 - c) No intermediate electronics between Interconnected Headends, Hubs, or Master Control centers; and,
 - d) An option to increase data and video channels by adding additional electronics modules.
- 2) Transferee shall provide to the MHCRC a proposal to meet the capabilities outlined in subsection (e)(1)(a)-(d) above, including, but not limited to, timelines, technical specifications and costs, together with and on the same schedule as the information to be submitted under subsection (d)(3) hereof.
- 3) If, following receipt of Transferee's proposal under subsection (e)(2) above, the MHCRC determines by formal approval of an order to proceed with implementation of any of the capabilities outlined in subsection (e)(1)(a)-(d) hereof, Transferee may credit the Incremental, direct costs of providing such capabilities beyond Franchise requirements against the funds provided under Sections 9.1(c) of the Paragon/Multnomah franchise.

(f) If Transferee offers @Home service to subscribers in Transferee's franchise areas within the MHCRC's Jurisdictions, then:

- 1) Except for @Home service offered either on a temporary test or promotional basis, not to exceed 12 months:
 - a) So long as @Home is considered a "cable service" under applicable law, Transferee shall be subject to all lawful and applicable consumer protection, privacy, and other requirements;

- b) Transferee shall ensure that @Home will maintain currency with standards for interoperability with Internet protocol applications; and
- c) Transferee shall ensure that customers of @Home will be able to access other unaffiliated Internet Service Providers or unaffiliated online service provider content without first having to view content provided by @Home or other affiliated service providers if a customer so chooses.
- 2) Transferee acknowledges that the Jurisdictions acting through the MHCRC may require Transferee to provide nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for providers of Internet and on-line services, whether or not such providers are affiliated with Transferee, within six months of a final, nonappealable ruling imposing or acknowledging the authority of the Jurisdictions, or any of them, to impose such a condition in connection with *AT&T et. al. vs. City of Portland and Multnomah County*, Case No. CV 99-65 PA, U.S. District Court (D. Oregon), filed January 19, 1999; and,
- 3) Transferee agrees to comply with all lawful requirements with respect to nondiscriminatory open access to Transferee's high speed cable modem Internet access platform for unaffiliated providers of Internet services. In the event that such access is provided pursuant to an agreement with a local Franchising Authority, on other than a temporary test or promotional basis, not to exceed twelve months, by any cable system owned and operated by Transferee or any affiliate that is owned and operated by Tele-Communications, Inc., serving more than 50,000 subscribers in California, Oregon or Washington, other than the cable system serving the City of Seattle and unincorporated King County, Washington, then such access shall be provided within six months to the same extent on comparable terms and conditions in and to the MHCRC Jurisdictions.
- 4) For purposes of this subsection (f)(1), "@Home" shall include either the @Home service or other comparable high-speed Internet access services via cable modem.

(g) Local management and physical facilities.

- 1) Transferee shall maintain a level of local management and direct customer service and repair personnel within the franchise areas consistent with the level provided by Transferor;
- 2) Transferee shall maintain physical offices and facilities in the franchise area(s) (including staffed physical locations with customer service representatives available to accept payment of bills and respond to service, billing, or repair questions during standard business hours);
- 3) Transferee shall designate a supervisory point of contact for Jurisdiction or MHCRC-referred complaints or inquiries. Such supervisor must have sufficient authority and knowledge to respond to MHCRC or Jurisdiction information requests, as well as the authority to implement agreements and understandings reached in connection with individual complaints and referrals. Such supervisor shall respond orally or in writing, or meet with Jurisdiction or MHCRC personnel as reasonably requested within one business day of any MHCRC or Jurisdictional referral.

- (h) Cost reimbursement. As required by the Franchises, Transferee shall reimburse all direct, out-of-pocket costs itemized by the MHCRC and the Jurisdictions incurred in analyzing and acting upon the transfer request;

- (i) PEG Access Capital Costs review and waiver. PEG Access Capital Costs amounts paid by Transferee to or on behalf of the Jurisdictions under the Paragon/Multnomah franchise shall be subject to audit or review by the Transferee within one (1) year of the funds being expended either by an outside recipient or by the MHCRC or Jurisdictions, whichever is later. If Transferee fails to conduct an audit or review within this time period, Transferee shall be deemed to have waived any objection to the expenditure of such funds
- (j) Transferee responsible for any non-compliance by franchisee. Transferee specifically acknowledges and expressly accepts that the Jurisdictions do not waive and expressly reserve all legal rights and authority in regard to any and all non-compliance under the Paragon/Multnomah franchises that may now exist or may later be discovered to have existed during the term of the franchise(s), even if prior to the transfer authorized by the subject resolution.
- (k) Automatic denial in the event of material change in terms. In the event the transaction which is the subject of this Acceptance is not finally consummated or does not reach final closure for any reason, or in the event such closure is reached on terms which are substantially and materially different from the terms set forth in the Asset Exchange Agreement dated November 25, 1998, FCC Form 394, and subsequent information provided by the Transferee and relied upon by the MHCRC, Transferee's request for transfer of the Paragon/Multnomah franchise shall be deemed denied. In that event, Transferee may resubmit its transfer request.

TCI CABLEVISION OF OHIO, INC.

BY: _____
NAME: _____
TITLE: _____

State of _____
County of _____

This Acceptance was acknowledged before me on the day _____ of _____, 1999, by _____ as a duly authorized officer of .

Notary Public for: _____
My Commission Expires: _____

TCI WEST, INC.

BY: _____

NAME: _____

TITLE: _____

State of _____

County of _____

This Acceptance was acknowledged before me on the day _____ of _____,
1999, by _____ as a duly authorized officer of .

Notary Public for: _____

My Commission Expires: _____

AT&T CORP.

BY: _____

NAME: _____

TITLE: _____

State of _____

County of _____

This Acceptance was acknowledged before me on the day _____ of _____,
1999, by _____ as a duly authorized officer of .

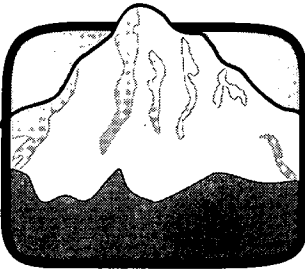
Notary Public for: _____

My Commission Expires: _____

Approved as to form:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

Thomas Sponsler



MT. HOOD CABLE REGULATORY COMMISSION


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

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

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

May 25, 1999

TO: City of Fairview, attn. Caren Huson, City Recorder
City of Gresham, attn. Debbie Weathers, City Recorder
City of Portland, attn. Cay Kershner, Council Clerk
City of Troutdale, attn. Debbie Stickney, City Recorder
City of Wood Village, attn. Sheila Ritz, City Administrator
Multnomah County, attn. Deb Bogstad, Board Clerk

FROM: David C. Olson, Director 

SUBJ: *Transmittal of Signed Acceptances re: Time Warner (Paragon Cable) and TCI Transfer*

Attached is a signed copy of the Time Warner/TCI transfer acceptance which should be attached to the ordinance/resolution your jurisdiction recently passed. Please contact us if you have any questions.

Please contact D. Johnson (823-5385) or David Olson (823-5290 direct) for further information.

Attached: Signed Acceptance for Time Warner/TCI Transfer

99 MAY 26 AM 8:36
MULTNOMAH COUNTY
OREGON

- (i) PEG Access Capital Costs review and waiver. PEG Access Capital Costs amounts paid by Transferee to or on behalf of the Jurisdictions under the Paragon/Multnomah franchise shall be subject to audit or review by the Transferee within one (1) year of the funds being expended either by an outside recipient or by the MHCRC or Jurisdictions, whichever is later. If Transferee fails to conduct an audit or review within this time period, Transferee shall be deemed to have waived any objection to the expenditure of such funds
- (j) Transferee responsible for any non-compliance by franchisee. Transferee specifically acknowledges and expressly accepts that the Jurisdictions do not waive and expressly reserve all legal rights and authority in regard to any and all non-compliance under the Paragon/Multnomah franchises that may now exist or may later be discovered to have existed during the term of the franchise(s), even if prior to the transfer authorized by the subject resolution.
- (k) Automatic denial in the event of material change in terms. In the event the transaction which is the subject of this Acceptance is not finally consummated or does not reach final closure for any reason, or in the event such closure is reached on terms which are substantially and materially different from the terms set forth in the Asset Exchange Agreement dated November 25, 1998, FCC Form 394, and subsequent information provided by the Transferee and relied upon by the MHCRC, Transferee's request for transfer of the Paragon/Multnomah franchise shall be deemed denied. In that event, Transferee may resubmit its transfer request.

TCI CABLEVISION OF OHIO, INC.

BY: _____

NAME: Stephen M. Brett

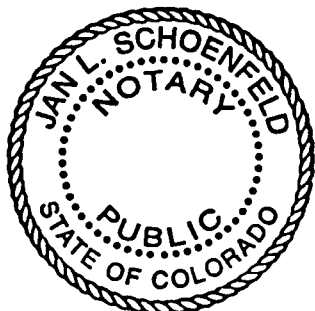
TITLE: Vice President

State of Colorado

County of Arapahoe

This Acceptance was acknowledged before me on the day 21st of May, 1999, by Stephen M. Brett as a duly authorized officer of TCI Cablevision of Ohio, Inc.

Jan L. Schoenfeld
Notary Public for: the State of Colorado
My Commission Expires: _____



My Commission Expires March 14, 2001

TCI WEST, INC.

BY: _____

NAME: Stephen M. Brett

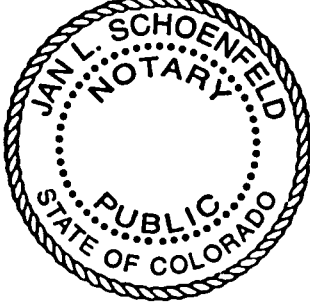
TITLE: Vice President

State of Colorado

County of Arapahoe

This Acceptance was acknowledged before me on the day 21st of May,
1999, by Stephen M. Brett as a duly authorized officer of .

TCI West, Inc.



My Commission Expires March 14, 2001

State of _____

County of _____

Jan L. Schoenfeld
Notary Public for: State of Colorado
My Commission Expires: _____

AT&T CORP.

BY: _____

NAME: _____

TITLE: _____

This Acceptance was acknowledged before me on the day _____ of _____,
1999, by _____ as a duly authorized officer of .

Notary Public for: _____

My Commission Expires: _____

Approved as to form:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

Thomas Sponsler

F:\2\24116\188\paragon kbl\MultAccept.doc

TCI WEST, INC.

BY: _____
NAME: _____
TITLE: _____

State of _____
County of _____

This Acceptance was acknowledged before me on the day _____ of _____,
1999, by _____ as a duly authorized officer of .

Notary Public for: _____
My Commission Expires: _____

AT&T CORP.

BY: Maria Arias-Chapleau
NAME: Maria Arias-Chapleau
TITLE: Chief Regulatory Counsel

State of Colorado
County of Denver

This Acceptance was acknowledged before me on the day 20th of May,
1999, by Maria Arias-Chapleau as a duly authorized officer of .
AT&T Corp.

Cassandra J. Lulling
Notary Public ~~for~~ _____
My Commission Expires: 5/3/02

Approved as to form:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

Thomas Sponsler

F:\2\24116\188\paragon kb\MultAccept.doc

MEETING DATE: MAY 20 1999
AGENDA NO: R-6
ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Seek Funds for Bulletproof Vest Partnership Act

BOARD BRIEFING: _____
DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1999

AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Command/Administration
CONTACT: Dan Oldham TELEPHONE #: 251-2519
BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Dan Oldham/Sheri Humble

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Sheriff's Office Notice of Intent to Seek Funds for Bulletproof Vest Partnership Grant Act

CLERK OF
COUNTY COMMISSIONERS
99 MAY 18 AM 8:25
WILLAMETTE COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Don N...
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF

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

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dan Noelle, Sheriff *Dan Noelle*

DATE: May 11, 1999

RE: Notice of Intent to Seek Funds and Request that the County register for the Bulletproof Vest Partnership

1. Recommendation/Action Requested: This is a request that the Board approve a Notice of Intent to seek funds for the Bulletproof Vest Partnership sponsored by the Bureau of Justice Assistance in Washington, D.C. This approval also requires that the county register as a jurisdiction eligible to receive funds through its Chief Executive Officer.
2. Background/Analysis: Public Law 105-181 has provided \$25 million dollars for the Bulletproof Vest Partnership Grant Act, which is administered by the Bureau of Justice Assistance (BJA) at the U.S. Department of Justice. The purpose of the Act is to protect the lives of law enforcement officers by helping states and units of government to equip their officers with bulletproof vests that meet National Institute of Justice standards. The FBI estimates that the fatality risk to officers not wearing vests is 14 times greater than to those that are.

Each law enforcement agency may request funds to help purchase one bulletproof vest per law enforcement officer per fiscal year. The chief executive officer of each eligible jurisdiction will coordinate vest needs among all law enforcement agencies in their jurisdiction. In Multnomah County, this would include the Sheriff's Office, the

District Attorney's Office and Community Justice. This particular notice of intent is for the Sheriff's office only. Federal payment will cover 50% of each jurisdiction's total costs. The Sheriff's Office intends to cover the matching requirement out of its own budget and is not requesting additional funds from the county. We are simply requesting that the county register as a jurisdiction eligible to receive funding, as the flow of funds is from the Bureau of Justice Assistance to the jurisdiction, and not directly to the law enforcement agency. Registering as a jurisdiction does not obligate the county to approve the applications of additional agencies, should they choose to apply, according to personnel at the Partnership help center. The jurisdiction may designate a point of contact of their choice.

The entire registration, application and payment process for the Partnership occurs through the Internet. Eligible applicants and jurisdictions will register at the program's Website at <http://vests.ojp.gov>. If this Notice of Intent is approved, Chair Stein will need to designate a point of contact for the jurisdiction that has permission to fill out the registration form in her name. Our agency's point of contact is Sheri L. Humble, the staff person who has been assembling materials and information to prepare our application. The Chair is free to use Ms. Humble or Sheriff Noelle as a point of contact if that is convenient, bearing in mind that other agencies may subsequently apply to the Partnership.

After an agency receives the approved vests, the Chair will verify receipt and request federal payment through the Internet. Funds will be deposited directly into the jurisdiction's bank account.

3. Financial Impact: The 50% matching requirement will come out of the Sheriff's Office budget and will have no financial impact on the County. We intend to order vests for 292 officers at a total cost of \$146,000. (The agency has over 700 officers eligible to receive vests.) We would be responsible for half of that, or \$73,000.
4. Legal Issues: None known by provision of the vests. Non-provision of the vests could be problematic, given the policy requiring on-

duty personnel to wear them. Potential for liability and lawsuits by surviving spouses and family would be diminished by provision of the vests.

5. Controversial Issues: None known.
6. Link to Current County Policies: Purchase of the vests is consistent With Sheriff's Office policy and Agency Manual Section 8.13 re **Flexible Body Armor**, which "shall be issued to Law Enforcement Deputies, who shall wear them while in uniform. Flexible body armor vests shall be issued to Corrections Deputies at the discretion of the member's Division Commander. Corrections Deputies assigned to the Court Services Unit shall wear their issued flexible body armor vests while on duty. Flexible body armor vests shall be issued Civil Deputies and Facility Security Officers desiring to wear them." Multnomah County, in turn, follows OSHA regulations mandating that agencies determine what personal protective equipment their workers will be required to wear.
7. Citizen Participation: Not applicable in this instance
8. Other Government Participation: Other agencies and departments such as the District Attorney's Office and Community Justice are eligible to receive vests under the terms of the Bulletproof Vest Partnership, but the county/jurisdiction would have to approve their submission to the Bureau of Justice Assistance.

MEETING DATE: MAY 20 1999AGENDA NO: R-6ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORMSUBJECT: Notice of Intent to Seek Funds for Bulletproof Vest Partnership Act

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: May 20, 1999AMOUNT OF TIME NEEDED: 5-10 minutesDEPARTMENT: Sheriff's OfficeDIVISION: Command/AdministrationCONTACT: Dan OldhamTELEPHONE #: 251-2519BLDG/ROOM #: 313/112PERSON(S) MAKING PRESENTATION: Dan Oldham/Sheri Humble**ACTION REQUESTED:**☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER**SUGGESTED AGENDA TITLE:**

Sheriff's Office Notice of Intent to Seek Funds for Bulletproof Vest Partnership Grant Act

SIGNATURES REQUIRED:ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____CLERK OF
COUNTY COMMISSIONERS
99 MAY 13 PM 4:17
MULTI-COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES



Multnomah County Sheriff's Office

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

DAN NOELLE
SHERIFF(503) 255-3600
TTY (503) 251-2484

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dan Noelle, Sheriff *Dan Noelle*

DATE: May 11, 1999

RE: Notice of Intent to Seek Funds and Request that the County register for the Bulletproof Vest Partnership

1. Recommendation/Action Requested: This is a request that the Board approve a Notice of Intent to seek funds for the Bulletproof Vest Partnership sponsored by the Bureau of Justice Assistance in Washington, D.C. This approval also requires that the county register as a jurisdiction eligible to receive funds through its Chief Executive Officer.
2. Background/Analysis: Public Law 105-181 has provided \$25 million dollars for the Bulletproof Vest Partnership Grant Act, which is administered by the Bureau of Justice Assistance (BJA) at the U.S. Department of Justice. The purpose of the Act is to protect the lives of law enforcement officers by helping states and units of government to equip their officers with bulletproof vests that meet National Institute of Justice standards. The FBI estimates that the fatality risk to officers not wearing vests is 14 times greater than to those that are.

Each law enforcement agency may request funds to help purchase one bulletproof vest per law enforcement officer per fiscal year. The chief executive officer of each eligible jurisdiction will coordinate vest needs among all law enforcement agencies in their jurisdiction. In Multnomah County, this would include the Sheriff's Office, the

District Attorney's Office and Community Justice. This particular notice of intent is for the Sheriff's office only. Federal payment will cover 50% of each jurisdiction's total costs. The Sheriff's Office intends to cover the matching requirement out of its own budget and is not requesting additional funds from the county. We are simply requesting that the county register as a jurisdiction eligible to receive funding, as the flow of funds is from the Bureau of Justice Assistance to the jurisdiction, and not directly to the law enforcement agency. Registering as a jurisdiction does not obligate the county to approve the applications of additional agencies, should they choose to apply, according to personnel at the Partnership help center. The jurisdiction may designate a point of contact of their choice.

The entire registration, application and payment process for the Partnership occurs through the Internet. Eligible applicants and jurisdictions will register at the program's Website at <http://vests.ojp.gov>. If this Notice of Intent is approved, Chair Stein will need to designate a point of contact for the jurisdiction that has permission to fill out the registration form in her name. Our agency's point of contact is Sheri L. Humble, the staff person who has been assembling materials and information to prepare our application. The Chair is free to use Ms. Humble or Sheriff Noelle as a point of contact if that is convenient, bearing in mind that other agencies may subsequently apply to the Partnership.

After an agency receives the approved vests, the Chair will verify receipt and request federal payment through the Internet. Funds will be deposited directly into the jurisdiction's bank account.

3. Financial Impact: The 50% matching requirement will come out of the Sheriff's Office budget and will have no financial impact on the County. We intend to order vests for 292 officers at a total cost of \$146,000. (The agency has over 700 officers eligible to receive vests.) We would be responsible for half of that, or \$73,000.
4. Legal Issues: None known by provision of the vests. Non-provision of the vests could be problematic, given the policy requiring on-

duty personnel to wear them. Potential for liability and lawsuits by surviving spouses and family would be diminished by provision of the vests.

5. Controversial Issues: None known.
6. Link to Current County Policies: Purchase of the vests is consistent With Sheriff's Office policy and Agency Manual Section 8.13 re **Flexible Body Armor**, which "shall be issued to Law Enforcement Deputies, who shall wear them while in uniform. Flexible body armor vests shall be issued to Corrections Deputies at the discretion of the member's Division Commander. Corrections Deputies assigned to the Court Services Unit shall wear their issued flexible body armor vests while on duty. Flexible body armor vests shall be issued Civil Deputies and Facility Security Officers desiring to wear them." Multnomah County, in turn, follows OSHA regulations mandating that agencies determine what personal protective equipment their workers will be required to wear.
7. Citizen Participation: Not applicable in this instance
8. Other Government Participation: Other agencies and departments such as the District Attorney's Office and Community Justice are eligible to receive vests under the terms of the Bulletproof Vest Partnership, but the county/jurisdiction would have to approve their submission to the Bureau of Justice Assistance.

MEETING DATE: MAY 20 1999
AGENDA #: R-7
ESTIMATED START TIME: 10:20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approve Resolution Authorizing Issuance of \$11,000,000 Tax and Revenue Anticipation Notes

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 20, 1998
AMOUNT OF TIME NEEDED: 5-10 Minutes

DEPARTMENT: DSS DIVISION: Finance
CONTACT: Harry Morton TELEPHONE #: 248-3290
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Harry Morton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing the Issuance and Sale of \$11,000,000 Tax and Revenue Anticipation Notes.

5/20/99 Copies to Harry Morton

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
99 MAY 12 PM 3:48
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277




MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES
FINANCE DIVISION
1120 SW FIFTH AVENUE, SUITE 1430
PORTLAND, OREGON 97204
503.248.3312 (phone)
503.306.5725 (fax)

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Board of County Commissioners

From:  Harry S. Morton, Treasury Manager

Date: May 10, 1999

Subject: \$11,000 Tax and Revenue Anticipation Notes (TRANS)
Requested Board Placement Date May 20, 1999

I. Recommendation/Action:

Approve resolution authorizing the issuance of Tax and Revenue Anticipation Notes in an amount not to exceed \$11,000,000.

II. Background/Analysis:

Under ORS 288.165, the County is authorized to issue TRANS in an amount not to exceed 80% of the amount of revenues the County expects to receive in Fiscal Year 1999/2000. The notes represent approximately 7% of the County's 1998/99 property tax levy, adjusted for delinquencies, prior year payments, and discounts.

The proceeds from the notes will provide the needed cash flow to the General Fund, prior to the collection of property taxes, for the period July 1, 1999 through November 30, 1999.

Ater Wynne Hewitt Dodson & Skerritt LLP is Bond Counsel, Regional Financial Advisors is Financial Advisor, and bids will be taken for the Paying Agent/Registrar. All have been selected in accordance with County procurement processes. The County will issue a Request for Proposal to select an underwriter.

III. Financial Impact:

The fiscal year 1999/2000 County budget includes \$550,000 to pay the estimated interest on the TRANS.

This TRANS issue meets all the requirements contained in Resolution 98-69, the Financial and Budget Policy.

IV. Legal Issues:

Bond Counsel and County Counsel have reviewed or will review all the necessary documents.

V. Controversial Issues:

None of which I am aware.

VI. Link to Current County Policy:

The Short-Term and Long-Term Debt Financing Policy directs the County to evaluate the feasibility of issuing short-term debt if the financing has been determined to benefit the County.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
RESOLUTION NO. 99- 90**

Authorizing Issuance and Sale of Short-Term Promissory Notes, (Tax and Revenue Anticipation Notes), Series 1999 in the amount of \$11,000,000.

The Board of County Commissioners finds:

- a. Prior to the receipt of sufficient monies from tax collections and from other budgeted and unpledged revenues which the County estimates will be received from other sources during the fiscal year 1999-2000, there is a need for the County to contract indebtedness, not to exceed in the aggregate its estimated maximum cumulative cash flow deficit as defined in regulations of the United States Treasury, by the issuance of tax and revenue anticipation notes (the "Notes") to meet the County's current expenses for fiscal year 1999-2000; and
- b. Oregon Revised Statutes Section 288.165(3) permits the issuance of tax and revenue anticipation notes in an amount which does not exceed 80% of the amount budgeted which the County estimates will be received during the 1999-2000 fiscal year; and
- c. Prior to the sale and delivery of the Notes, provision therefor shall have been made in the County's duly adopted budget which shall have been filed in the manner as provided by law, and ad valorem tax levies upon real and personal property for the fiscal year 1999-2000 will be levied and in the process of collection by Multnomah County, Oregon;

The Board Resolves:

1. Issuance of Notes. The Board of County Commissioners of the County authorizes the issuance and negotiated sale of not to exceed \$11,000,000 of its Tax and Revenue Anticipation Notes, Series 1999. The Notes are issued pursuant to Oregon Revised Statutes Section 288.165(3). The Notes shall be issued in denominations of \$5,000 each, or integral multiples thereof, as negotiable notes of the County and shall bear interest at a true effective rate not to exceed six percent (6.00%). The County authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representatives") to determine the principal amount, interest rate, denominations and to determine the Underwriter for the purchase of the Notes, to evaluate the terms of the Note Purchase Agreement, and to execute and deliver an appropriate Note Purchase Agreement. The Notes shall not be issued prior to the beginning of, and shall mature not later than, the end of the fiscal year in which such taxes or other revenues are expected to be received. The Notes issued in anticipation of taxes or other revenues shall not be issued in an amount greater than eighty percent (80%) of the amount budgeted to be received in fiscal year 1999-2000.

2. Title and Execution of Notes. The Notes shall be entitled "Multnomah County, Oregon Tax and Revenue Anticipation Notes, Series 1999" and shall be executed on behalf of the County with the manual or facsimile signature of the Chair of the Board of County Commissioners and shall be attested by the Director, Finance Division. The Notes may be initially issued in book-entry form as a single, typewritten note and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry form. The Notes may be issued without certificates being made available to the note holders except in the event that the book-entry form is discontinued in which event the Notes will be issued with certificates to be executed delivered and transferred as herein provided.

3. Appointment of Paying Agent and Note Registrar. The Board appoints First Security Bank, National Association, through its corporate trust office in Lake Oswego, Oregon, as Paying Agent and Note Registrar to the County for the issuance of the Notes.

4. Book-Entry System. The ownership of the Notes shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry system. The Notes shall be initially issued in the form of a separate, fully registered typewritten note (the "Global Certificate"). The Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificate shall be lodged with the Depository until maturity of the Note issue. The Paying Agent shall remit payment for the maturing principal and interest on the Notes to the Registered Owner for distribution by the Nominee for the benefit of the noteholders (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Notes are in book-entry-only form, the Notes will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative has filed with the Depository a Blanket Issuer Letter of Representations, dated March 9, 1995, to induce the Depository to accept the Notes as eligible for deposit at the Depository. The County is authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Blanket Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Notes other than the Registered Owners of the Notes as shown on the registration books maintained by the Paying Agent and Note Registrar. The Paying Agent and Note Registrar, in writing, shall accept the book-entry system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry system. The Authorized Representative may take all other action to qualify the Notes for the Depository's book-entry system.

In the event (a) the Depository determines not to continue to act as securities depository for the Notes, or (b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Notes shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Note Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Note Registrar and thereafter in the name or names of the owners of the Notes transferring or exchanging Notes in accordance with the provisions herein.

With respect to Notes registered in the registration books maintained by the Paying Agent and Note Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Note Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Notes,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Note Registrar, of any notice with respect to the Notes, including any notice of redemption,

(iii) the payment to any participant, correspondent or any other person other than the Registered Owner of the Notes as shown in the registration books maintained by the Paying Agent and Note Registrar, of any amount with respect to principal or interest on the Notes. Notwithstanding the book-entry system, the County may treat and consider the Registered Owner in whose name each Note is registered in the registration books maintained by the Paying Agent and Note Registrar as the Registered Owner and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, or for the purpose of registering transfers with respect to such Note, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Notes only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Note Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Note of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Note Registrar.

5. Payment of Notes. If the book-entry system has been discontinued, then the principal of and interest on the Notes shall be payable upon presentation of the Notes at maturity at the corporate trust office of the Paying Agent in Portland, Oregon.

6. Special Account. The County shall establish a Special Account for the Notes. The County covenants for the benefit of the owners of the Notes to deposit into the Special Account not less than 100 percent of all monies received by the County from its ad valorem property tax levy for fiscal year 1999-2000, excluding any payments received in respect of delinquent taxes from levies for prior fiscal years until the Special Account holds an amount sufficient to pay principal of and interest on the Notes at maturity; provided that, after payment of the Notes at maturity, any amounts remaining in the Special Account may be used by the County for any lawful purpose. Monies in the Special Account shall not be invested in instruments which mature after the maturity date of the Notes. Monies in the Special Account shall be used solely to pay principal of and interest on the Notes. Additional Notes cannot be issued which will have any claim upon the monies in the Special Account. The Special Account must be fully funded prior to establishing and financing any other special account which is fundable from the 1999-2000 ad valorem tax levy.

7. Optional Redemption. The Notes are not subject to optional redemption prior to their stated maturity date of June 30, 2000.

8. Form of Notes. The Notes shall be issued substantially in the form as approved by the County and Note Counsel to the County.

9. Negotiated Sale of Notes and Appointment of Underwriter. The Authorized Representative is authorized to negotiate and execute and deliver, on behalf of the County, a Note Purchase Agreement providing for the purchase of the Notes with an underwriter to be selected by the Authorized Representative.

10. Appointment of Note Counsel. The Board appoints the firm of Ater Wynne LLP, of Portland, Oregon as Note Counsel.

11. Appointment of Financial Advisor. The Board appoints Regional Financial Advisors, Inc. as Financial Advisor to the County for the issuance of the Notes.

12. Covenant as to Arbitrage. The County covenants for the benefit of the owners of the Notes to comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest on the Notes to be excluded from gross income for federal income tax purposes, unless the County obtains an opinion of nationally recognized bond counsel that such compliance is not required for the interest payable on the Notes to be excluded. The County makes the following specific covenants with respect to the Code:

- A. The County shall not take any action or omit any action, if it would cause the Notes to become "arbitrage bonds" under Section 148 of the Code and shall pay any rebates to the United States which are required by Section 148(f) of the Code.
- B. The County shall not use the proceeds of the Notes in a manner which would cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code.

The covenants contained herein and any covenants in the closing documents for the Notes shall constitute contracts with the owners of the Notes, and shall be enforceable by such owners.

13. Notice of Material Events to Municipal Securities Rulemaking Board. Pursuant to SEC Rule 15c2-12(d)(3), the County agrees to provide or cause to be provided, in a timely manner, to the Municipal Securities Rulemaking Board (the "MSRB"), notice of the occurrence of any of the following events with respect to the Notes, if material:

- A. principal and interest payment delinquencies;
- B. non-payment related defaults;
- C. unscheduled draws on debt service reserves reflecting financial difficulties;
- D. unscheduled draws on credit enhancements reflecting financial difficulties;
- E. substitution of credit or liquidity providers, or their failure to perform;
- F. adverse tax opinions or events affecting the tax-exempt status of the Notes;
- G. modifications to rights of holders of the Notes;
- H. bond calls;
- I. defeasances;
- J. release, substitution, or sale of property securing repayment of the Notes; and
- K. rating changes.

The County may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the County, such other event is material with respect to the Notes, but the County does not undertake any commitment to provide such notice of any event except those events listed above.

14. Preliminary and Final Official Statement. The County shall, if required, cause the preparation of the preliminary official statement for the Notes which shall be available for distribution to prospective investors. In addition, if required, an official statement shall be prepared and ready for delivery to the purchasers of the Notes no later than the seventh (7th) business day after the sale of the Notes. When advised that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the County.

15. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Notes by those who shall own the same from time to time (the "Noteowners"), the provisions of this Resolution shall be part of the contract of the County with the Noteowners and shall be deemed to be and shall constitute a contract between the County and the Noteowners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Notes, including without limitation the County's covenants and pledges contained in section 6 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be contracts for the equal benefit, protection and security of the Noteowners, all of which shall be of equal rank without preference, priority or distinction of any of such Notes over any other thereof, except as expressly provided in or pursuant to this Resolution.

16. Closing of the Sale and Delivery of the Notes. The Authorized Representative is authorized to execute and deliver such additional documents, including a Tax Certificate, and any and all other things or acts necessary for the sale and delivery of the Notes as herein authorized. Such acts of the Authorized Representative are for and on behalf of the County and are authorized by the Board of County Commissioners of the County.

ADOPTED this 20th day of May, 1999.



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

By: _____

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: _____

Thomas Sponsler, County Counsel

MEETING DATE: MAY 20 1999
AGENDA NO: R-8 & R-9
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Commission on Children, Families & Community

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 5/20/99

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Larry Norvell, Mark Rosenbaum

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

R-8 Appointments of Janice Nightingale, Patricia Johnson, Lena Bean, Carol Cole, Margie Harris, D. Claire Oliveros, Linda Grear, Judith Smith, Mary Daly Bennetts, DeWayne Taylor, Jessica Weit, Pauline Anderson, Alcena Boozer, Lee Coleman, Paul Drews, Barbara Friesen, Steve Fulmer, Muriel Goldman, Carla Harris, Janet Kretzmeier, Kay Lowe, Sharon McCluskey, Larry Norvell, Lorenzo Poe, Tom Potter, Mark Rosenbaum, Cornetta Smith, Luther Sturtevant, Nan Waller and Duncan Wyse to the Commission on Children, Families and Community

R-9 Appointment of Larry Norvell as Chair of the Commission on Children, Families and Community

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
99 MAY 10 PM 2:25
MULTI-JURISDICTIONAL COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MEETING DATE: MAY 20 1999
AGENDA NO: R-10
ESTIMATED START TIME: 10:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: CCFC 99/2001 Biennial Allocation and Carryover Plan Approval

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 5/20/99

AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Chair's Office

DIVISION: CCFC

CONTACT: Jim Clay, Executive Director

TELEPHONE #: 736-6906

BLDG/ROOM #: 166/1075

PERSON(S) MAKING PRESENTATION:

Jim Clay, Executive Director

Jeanette Hankins, Accountability Specialist

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Commission on Children, Families and Community 99/2001 Biennial Allocation, Plan and Carryover Plan Approval

5/21/99 ORIGINAL AMENDED
RESOLUTION & ATTACHMENT TO
JEANETTE HANKINS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLAY
JIM
MAY 21 1999
PM 3:48
MULTIPLAID COUNTY
OREGON
COUNTY COMMISSIONERS

supplemental staff report



TO: Multnomah County Board of Commissioners
FROM: Jim Clay, Executive Director
Commission on Children, Families and Community
DATE: May 5, 1999
SUBJECT: May 20, 1999 agenda item.
CCFC 99/2001 Biennial Allocation Plan Approval

1. **Recommendation/Action Requested:**

Approval of Commission on Children, Families and Community [CCFC] 99/2001 Biennial Allocation Plan and 97/99 carryover request.

2. **Background/Analysis:**

Approving the CCFC 99/2001 Biennial Allocation Plan and 97/99 carryover plan will provide the CCFC with operating expenses, and funding for community activities and direct services passed through to other County Departments. This will allow the Commission on Children, Families and Community to continue its shift in focus from funding direct services to policy driven collaborative initiatives consistent with the goals of its Strategic Plan.

3. **Financial Impact:**

This allocation plan will bring substantial funding to Multnomah County from the *Oregon Commission on Children and Families*, and authorize receipts from other lesser revenue sources. The biennium amount is currently estimated at \$9,182,218, including estimated carry-over from the 97/99 biennium.

4. **Legal Issues:**

CCFC and BCC approvals are required by *Oregon Commission on Children and Families*, with submittal deadlines of May 30th for Carry-over and 6/30 for 99/2001 allocations. CCFC has voted to approve on April 27, 1999.

5. **Controversial Issues:**

The carryover portion of this plan is consistent with Oregon Administrative Rules; however we have been encouraged by OCCF staff to minimize the request. The CCFC has planned for this Carryover for some time, and has made policy and allocation decisions based on its availability. The CCFC has plans to accelerate program development and spending to reduce the potential carry-over in future biennial allocations.

6. **Link to Current County Policies:**

This plan has components that address County Benchmarks of reducing children in poverty, increasing school readiness and school completion, among others.

Members

Mark Rosenbaum,
Chair

Serena Cruz,
Vice-Chair

Pauline Anderson

Mike Balter

Alcena Boozer

Lee Coleman

Paul Drews

Barbara Friesen

Steve Fulmer

Muriel Goldman

Carla Harris

Janet Kretzmeier

Kay Lowe

Sharon McCluskey

Larry Norvell

Lorenzo Poe

Tom Potter

Cornetta Smith

Luther Sturtevant

Nan Waller

Duncan Wyse

Staff

Jim Clay,
Director

Erin Barnhart

Judy Brodkey

Jeff Cogen

Jeanette Hankins

Janet Hawkins

Bonnie Rosatti

Jana Rowley

Chris Tebben

421 SW 6th Avenue,
Suite 1075

Portland, OR 97204-1620

Ph: (503) 248-3897

Fx: (503) 306-5538

mccf.org@co.multnomah.or.us

inter-office: 166/1075

7. **Citizen Participation:**

The CCFC is a commission made up of citizen volunteers appointed by the county board. This plan was approved in open public session by the CCFC at its 4/27/99 meeting, during which public testimony was invited. Most of the planning that preceded this plan's creation involved at least hundreds of diverse citizens.

8. **Other Government Participation:**

Multnomah County Departments of Community and Family Services, Juvenile and Adult Community Justice and Health have budgeted programs that depend on these allocations, and the Library may also be integrated into this budget in coming months.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approval of the Commission on Children, Families and Community (CCFC) 99/2001 Biennium and 97/99 Carryover Budget Plans

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Board of Commissioners supports the CCFC in its efforts to build community conditions that help children, families and communities to thrive.
- b. The approval of these allocations for activities of the CCFC, and for the operations and services provided by other Multnomah County Departments will further the work being done towards County Benchmarks.
- c. The Carry-over plan will provide funding to allow the CCFC to continue work begun in the 97/99 biennium.
- d. The *Oregon Commission on Children and Families* requires County Board approval of the CCFC plans prior to submission for funding.
- e. The Commission on Children, Families and Community considered and voted to approve these allocations and plans on April 27, 1999, with community involvement consistent with state law and county values.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners approves the CCFC budget allocation for the 99/2001 biennium, approved by the CCFC on April 27, 1999.
2. The Multnomah County Board of Commissioners approves the CCFC 97/99 estimated Carryover plan, approved by the CCFC on April 27, 1999.

ADOPTED this 20th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

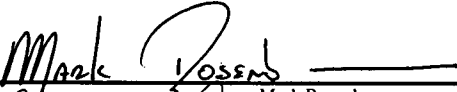

Katie Gaetjens, Assistant County Counsel

COMMISSION ON CHILDREN FAMILIES AND COMMUNITY 1999-2001 APPROVED BUDGET BY ACTIVITY AND FUND SOURCE																							
1999-2001 Biennium Distribution		Org/Acty	State General Fund Sources									Federal Fund Sources						Other Fund Sources					
Activity NUMBER	Juv. Svcs.		Gr. Start	SRI	CASA	Loc. Staff	Youth Inv.backfill	FPS backfill	Court Services	Subtotal SGF	Youth Inv.	CCDF	Relief Nurs	FPS-Grants	Federal funds	TOTAL THRU OCCF	Co Gen Fund	Corp. & foundations	Misc. and donations	CSGB (Community Action)	Other sources	BUDGET	
Managing Resources																							
Administration CCFC	9035/J00A		148,465	131,335	5,711	0	52,655	142,755	0	0	480,920	0	0	0	0	480,920	91,860	0	0	0	91,860	572,780	
Administration DCFS											0				0	0					0	0	
Administration MCHD											0				0	0					0	0	
Total Administration			148,465	131,335	5,711	0	52,655	142,755	0	0	480,920	0	0	0	0	480,920	91,860	0	0	0	91,860	572,780	
Evaluation CCFC	9035/J00E		17,061	15,082	657	0	3,282	16,405	0	0	52,486	0	0	0	0	52,486	13,123	0	0	0	13,123	65,610	
Evaluation DCFS											0				0	0					0	0	
Total Evaluation			17,061	15,082	657	0	3,282	16,405	0	0	52,486	0	0	0	0	52,486	13,123	0	0	0	13,123	65,610	
Total Managing Resources			165,527	146,416	6,367	0	55,936	159,160	0	0	533,407	0	0	0	0	533,407	104,983	0	0	0	104,983	638,390	
Community Outreach																							
Coordination and Training CCFC	9035/J00C	0	37,639	33,297	1,448	0	7,239	18,275	0	0	97,899	17,917	0	0	0	17,917	115,816	28,953	0	0	0	28,953	144,769
Coordination and Training CFS	1111	Mult	0	0	0	0	0	0	0	0	0	30,000	0	0	0	30,000	30,000	0	0	0	0	30,000	
Community Development	9035/J00D	0	93,089	82,349	3,581	0	17,902	89,509	0	0	286,430	0	0	0	0	286,430	71,608	0	0	0	71,608	358,038	
CCDF Tech. Assistance	9035/J01A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Take the Time	9035/J03A-Z	MULT8869	240,139	212,431	9,236	0	0	274,330	0	0	736,136	346,167	0	0	0	346,167	1,082,303	132,643	0	2,000	0	134,643	1,216,946
Multnomah County Youth Advisory Board	9750/J00Y	MULT8872	27,061	9,446	18,041	0	0	45,102	0	0	99,650	0	0	0	0	99,650	0	0	0	0	0	99,650	
Early Childhood Collaborative Initiative	9035/J07D	MULT9194	0	34,261	0	0	0	0	0	0	34,261	0	77,989	0	0	77,989	112,250	0	150,000	0	0	150,000	262,250
Community Action Activities	9035/J04A	Mult	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,851	0	0	200,000	229,851	229,851	
Total Community Outreach			397,928	371,784	32,306	0	25,141	427,216	0	0	1,254,375	394,084	77,989	0	0	472,073	1,726,448	263,056	150,000	2,000	200,000	615,056	2,341,504
Contracted Services																							
Boys & Girls Aid - E. Co. Shelter (RFP - see "runaway")	1111	MULT8752	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Boys and Girls Aid-Teen Parent Shelter	1111	MULT8755	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Child Care Support Services MCC RR	1163	MULT8713	0	50,500	0	0	0	0	0	0	50,500	0	226,058	0	0	226,058	276,558	0	0	0	0	276,558	
N Pld Family Center/PCDS	1122	MULT8715	13,116	12,871	1,667	0	0	0	0	0	27,654	0	0	0	0	27,65							

Multnomah (COUNTY NAME)		Oregon Commission on Children & Families 1999-2001 Comprehensive Plan Update					April 27, 1999 (DATE)
Category or Provider Name	Activity Number	Grant Stream	Current Budget Amount	Amended Budget Amount	Revised Budget Amount	Request for Funds (optional)	Reason(s) for Amendment
See attached Worksheet: 99-2001 Biennium Totals, based on Governors proposed budget and estimated Federal carry-over							Beginning 99/2001
							plan as approved by CCFC and BCC.
							This plan will be amended as collaborative initiatives are identified and approved by CCFC.
Administration	none	varies	0	480,920	480,920		
Evaluation	none	varies	0	52,486	52,486		
Community Outreach - various Commission activities, see attached worksheet							
	varies	varies	0	1,726,448	1,726,448		
Service Provider Activities - Various providers and activities, see attached worksheet.							
	varies	varies	0	3,596,711	3,596,711		
TOTAL PLAN AMENDMENT			0	5,856,565	5,856,565	0	

The CCFC has approved this plan by a vote of it's membership.

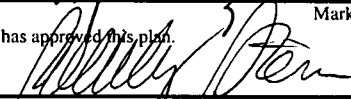
LOCAL CCF CHAIR APPROVAL


Mark Rosenbaum

DATE 5/6/99

The Multnomah County Board of County Commissioners has approved this plan.

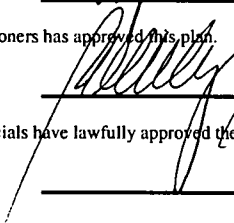
COUNTY BOARD APPROVAL*


Beverly Stein

DATE _____

The CCFC Director affirms that the appropriate officials have lawfully approved the details of the above described plan.

CCFC DIRECTOR


Jim Clay

DATE _____

* Required only if budget changes exceed 5% of Fiscal Year allocations

COMMISSION ON CHILDREN FAMILIES AND COMMUNITY PROPOSED 1997/1999 STATE GENERAL FUND CARRYOVER REQUEST BY ACTIVITY AND FUND SOURCE																							
	State General Fund Sources									Federal Fund Sources					TOTAL THRU OCCF	Other Fund Sources					TOTAL BUDGET		
	Juv. Svcs.	Gr. Start	SRI	CASA	Loc. Staff	Youth Inv.backfill	FPS backfill	Court Services	Subtotal SGF	Youth Inv.	CCDF	Relief Nurs	FPS-Grants	Federal funds		Co Gen Fund	Corp. & foundations	Misc. and donations	CSGB (Community Action)	Other sources			
Managing Resources																							
Administration CCFC									0					0	0				0	0			
Administration DCFS									0					0	0				0	0			
Administration MCHD									0					0	0				0	0			
Total Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Evaluation CCFC									0					0	0				0	0			
Evaluation DCFS									0					0	0				0	0			
Total Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total Managing Resources	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Community Outreach																							
Coordination and Training CCFC									0					0	0				0	0			
Coordination and Training CFS									0					0	0				0	0			
Community Development									0					0	0				0	0			
CCDF Tech. Assistance									0					0	0				0	0			
Take the Time	40,000	30,000	10,000						80,000					0	80,000				0	80,000			
Multnomah County Youth Advisory Board									0					0	0				0	0			
Early Childhood Collaborative Initiative		310,000							310,000					0	310,000				0	310,000			
Community Action Activities									0					0	0				0	0			
Total Community Outreach	40,000	340,000	10,000	0	0	0	0	0	390,000	0	0	0	0	0	390,000	0	0	0	0	390,000			
Contracted Services														0									
Boys & Girls Aid - E. Co. Shelter (RFP - see "runaway")									0					0	0				0	0			
Boys and Girls Aid-Teen Parent Shelter									0					0	0				0	0			
Child Care Support Services MCC RR									0					0	0				0	0			
N Pld Family Center/PCDS									0					0	0				0	0			
Delaunay PAT									0					0	0				0	0			
ECCEC capacity and qualifications									0					0	0				0	0			
ECGS Pld Youth ReDirections	78,000								78,000					0	78,000				0	78,000			
East Co. Family Center/PCDS									0					0	0				0	0			
Edgefield Teen Pregnancy Prevention, get a clue									0					0	0				0	0			
Health Department Child Welfare Coord.									0					0	0				0	0			
Health Dept. Family & Comm Alliance TVC									0					0	0				0	0			
Health Dept. CHN-Fam Ctr, Teen Connections		29,000							29,000					0	29,000				0	29,000			
Hispanic Program/Family Center									0					0	0				0	0			
IRCO Asian Family Center									0					0	0				0	0			
IRCO Asian Services									0					0	0				0	0			
IRCO PAT									0					0	0				0	0			
IRCO Russian Girls Project	22,396								22,396					0	22,396				0	22,396			
JANUS Alternative Schools									0					0	0				0	0			
JANUS Harry's Mother									0					0	0				0	0			
JJD CASA									0					0	0				0	0			
JJD Court Services									0					0	0				0	0			
Mid County Family Center/PCDS									0					0	0				0	0			
Metropolitan Community Church of PDX									0					0	0				0	0			
Mt. Hood Head Start PAT									0					0	0				0	0			
NARA Capacity Building									0					0	0				0	0			
Native Am. A&D Children's Residential									0					0	0				0	0			
Native American Student Retention									0					0	0				0	0			
West Side Family Center /PCDS									0					0	0				0	0			
Neighborhood House PAT									0					0	0				0	0			
Open Meadow Learning Center-Alt. Ed									0					0	0				0	0			
Peninsula Children's Center Child Care Net									0					0	0				0	0			
Phoenix Rising SMY Services									0					0	0				0	0			
POIC Alternative Schools									0					0	0				0	0			
Portland Impact-Buckman Community Partnerships			20,000						20,000					0	20,000				0	20,000			
SE Family Center/PCDS									0					0	0				0	0			
Portland Impact PAT									0					0	0				0	0			
PPS Teen Parent Support Services-ITDC									0					0	0				0	0			
PPS Parent Involvement Asset Building	40,000								40,000					0	40,000				0	40,000			
Runaway Youth Shelter (RFP)									0					0	0				0	0			
Self Enhancement Inc.-Middle School Services									0					0	0				0	0			
NE Family Center/PCDS									0					0	0				0	0			
VOA Child Care Network									0					0	0				0	0			
Family Crisis Nursery DHS (RFP 99)									0					0	0				0	0			
Teen Parent Network									0					0	0				0	0			
YSC YI Network Coordination						27,415			27,415					0	27,415				0	27,415			

	State General Fund Sources									Federal Fund Sources					Other Fund Sources						TOTAL BUDGET
	Juv. Svcs.	Gr. Start	SRI	CASA	Loc. Staff	Youth Inv.backfill	FPS backfill	Court Services	Subtotal SGF	Youth Inv.	CCDF	Relief Nurs	FPS-Grants	Federal funds	TOTAL THRU OCCF	Co Gen Fund	Corp. & foundations	Misc. and donations	CSGB (Community Action)	Other sources	
YSC Family Mediation									0					0	0					0	0
Total Contracted Services	140,396	29,000	20,000	0	0	27,415	0	0	216,811	0	0	0	0	0	216,811	0	0	0	0	0	216,811
Estimated SGF Carry-over allocated	\$180,396	\$369,000	\$30,000	\$0	\$0	\$27,415	\$0	\$0	606,811	\$0	\$0	\$0	\$0	0	606,811	\$0	\$0	\$0	\$0	0	606,811
Estimated SGF Carry-over unallocated	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	0	0	\$0	\$0	\$0	\$0	0	0
TOTAL estimated 97/99 SGF Carry-over	\$180,396	\$369,000	\$30,000			\$27,415			606,811					0	606,811					0	606,811
									0					0	0					0	0
															0						
State General Fund Carry-over will require OCCF approval, and must be used by December 31, 1999.																					
Federal Carry-over does not require request and approval, but is added to the next biennium allocations.																					

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-91

Approval of the Commission on Children, Families and Community (CCFC) Biennium
1997/1999 Carryover Budget Plan

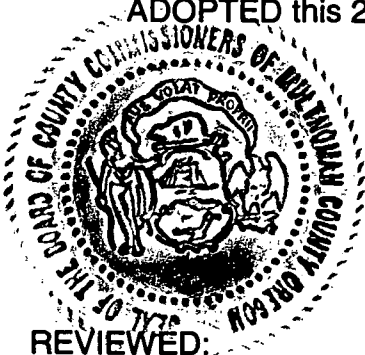
The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Board of Commissioners supports the CCFC in its efforts to build community conditions that help children, families and communities to thrive.
- b. The approval of these allocations for activities of the CCFC, and for the operations and services provided by other Multnomah County Departments will further the work being done towards County Benchmarks.
- c. The Carry-over plan will provide funding to allow the CCFC to continue work begun in the 1997/1999 biennium.
- d. The *Oregon Commission on Children and Families* requires County Board approval of the CCFC plan prior to submission for funding.
- e. The Commission on Children, Families and Community considered and voted to approve the CCFC 1997/1999 estimated Carryover plan on April 27, 1999, with community involvement consistent with state law and county values.

The Multnomah County Board of Commissioners Resolves:

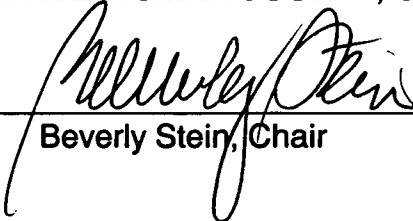
1. The Multnomah County Board of Commissioners approves the CCFC 1997/1999 estimated Carryover plan, approved by the CCFC on April 27, 1999.

ADOPTED this 20th day of May, 1999.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Katie Gaetjens, Assistant County Counsel

Oregon Commission on Children and Families

___MULTNOMAH___ COUNTY CARRY OVER PLAN AMENDMENT, 1997-99 BIENNIUM

Date ___4/27/99___


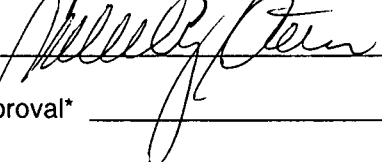
(Due May 31, 1999)

Mail form to: OCCF, Fiscal Section, 530 Center St. NE, Suite 405, Salem, Oregon 97310-3765

PROGRAMS/ PROJECTS TO BE FUNDED	FUNDING TYPE ¹ (JS,GS,etc.)	BUDGET AMOUNT ²	CONTRACT PERIOD START DATE ³	CONTRACT END DATE ⁴ (Limit 12/31/99)	PROPOSED USE/OTHER COMMENTS
Mult8869 Take The Time Phase II: Collaboration Grants Family Dialog, speakers bureau	JSA JSA SRI GS	\$ 20,000 20,000 10,000 30,000	7/1/99 12/15/98 12/15/98 12/15/98	12/31/99 12/31/99 12/31/99 12/31/99	Phase II approved by CCFC 12/15/98. Implementation period Has been longer than anticipated. Grants will be awarded in early summer 1999.
(New Mult#) Buckman Community Center	SRI	\$ 20,000	7/1/99 (has been part of mult8869 8/1/98 thru 6/30/99)	12/31/99	Has been part of Take The Time in it's pilot phase, will be under Service Providers beginning 7/1/99. Contract will continue to be funded in 99/2001 biennium.
(New Mult#) Portland Public Schools, Parent Involvement	JSA	\$ 40,000	7/1/99 (has been part of mult8869 1/1 thru 6/30/99)	12/31/99	Has been part of Take the time in it's pilot phase, will be under Service Providers beginning 7/1/99. Contract will continue to be funded in 99/2001 biennium.
Mult9194 Early Childhood collaborative Initiative	GS	\$230,000	12/15/98	12/31/99	Approved by CCFC 12/15/98. Planning and Implementation period has been longer than anticipated.
Mult9194 Early Childhood collaborative Initiative (Additional)	GS	\$ 80,000	7/1/99	12/31/99	Up to this amount GS Pending CCFC approval 4/27, and if available.
Mult8742 ECGS Ptlid Youth Redirections	JSA	\$ 78,000	7/1/97	12/31/99	Contract will continue to be funded in 99/2001 biennium.
Mult8726 CHN Mult Co Health Dept. Teen Parent connections.	GS	\$ 29,000	7/1/97	12/31/99	Contract will continue to be funded in 99/2001 biennium.

ATTACHMENT B

Mult8751 YI Network Coordination	YI	\$ 27,415	7/1/99	12/31/99	RFP spring 99, may be awarded to new provider. Contract will continue to be funded in 99/2001 biennium
Mult9126 IRCO Russian Girls Project	JSA	\$ 22,396	12/1/98	12/31/99	Project awarded 12/98 Planning and Implementation period has been longer than anticipated. Will continue to be funded in 99/2001 biennium
Total		\$606,811			Total is 8% of 97/99 biennium allocations.
Total by fund stream:	JSA	\$180,396			
	GS	\$369,000			
	SRI	\$ 30,000			
	YI	\$ 27,415			

Local CCF Chair Approval		Date	5/5/99
County Board Approval*	 Beverly Stein, Chair	Date	May 20, 1999
Regional Coordinator Approval*		Date	

1. List only programs funded by carry over funds. For new programs, update Program Directory electronically.
2. Indicate whether funds for this program are JS, GS, SRI, CASA, or YI (General Funds Only)
3. Indicate amount budgeted for this program from carry over funds.
4. Enter the contract start date for services or when the funds will begin to be used for noted purposes.
5. Enter the contract end date for services or when the funds should be used for noted purpose.

MEETING DATE: MAY 20 1999
AGENDA NO: R-11
ESTIMATED START TIME: 10:50

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of one Tax Foreclosed Properties to Multnomah Education Service District

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5 mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/26/99 ORIGINAL Deed & copies of
All to VANESSA WITKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: ht Larry F. Nicholas /ms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 13 PM 4:17
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Properties to the Multnomah Education Service District for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to received public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the Multnomah Education Service District, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, Multnomah Education Service District, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the Multnomah Education Service District was received on April 13, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section
Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
MULTNOMAH EDUCATION SERVICE DISTRICT**

**FISCAL YEAR 1998-99
April 20, 1999**

1. Legal Description:

That part of the following described tract of land lying West of "Chiramonte Heights", a duly recorded plat of Multnomah County and recorded in Plat Book 1199, page 85 on July 17, 1967.

A tract of land in Section 9, Township I South, Range 3 East of the Willamette Meridian, in the City of Gresham, Multnomah County, Oregon:

Beginning at the Northwest corner of a square 10 acre tract known as the Northeast 10 acres in the Northwest One-Quarter of the Northwest One-Quarter of Section 9, Township I South, Range 3 East of the Willamette Meridian running thence along the centerline of NW Division Street (Section Line Road) South 89°57' 30" East 468.79 feet; thence South 00°00' 37' West 660 feet; thence West, 467.94 feet to the Southwest corner of said 10 acre tract; thence North 660 feet to the point of beginning.

Excepting therefrom the North 30 feet being in NW Division Street (Section Line Road).

Tax Account Number:	R-99309-4320
Deed Number:	D991629
Type of Use:	Drainage and access for fire/safety vehicles
Greenspace Code:	-----, No designation assigned
Taxes:	\$177.61
Expenses:	\$ 0.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-93

Approving Transfer of One Tax Foreclosed Property to the Multnomah Education Service District, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Portland.
- c) The Multnomah Education Service District has formally requested the transfer of certain Tax Foreclosed Property located in Multnomah County, more particularly described herein on exhibit "A".
- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the property described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfers, the Board determined this one property is no longer needed by the County, and is eligible to be transferred to the Multnomah Education Service District for public purpose.

The Multnomah County Board of Commissioners Resolves:

- 1. The one property described herein is transferred without monetary consideration, to the Multnomah Education Service District, provided that said property shall be used and continue to be used by the Multnomah Education Service District, for public purposes in the State of Oregon. Should the property cease to be used for public purposes by the Multnomah Education Service District, the interest of the Multnomah Education Service District shall automatically terminate and title shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described herein, to the Multnomah Education Service District.

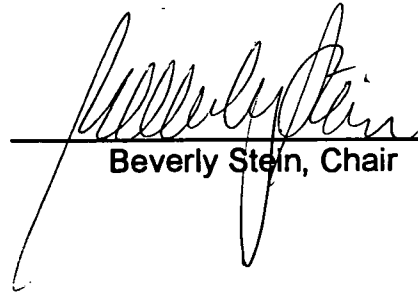
Adopted this 20th day of May, 1999.



REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

By 
Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

That part of the following described tract of land lying West of "Chiramonte Heights", a duly recorded plat of Multnomah County and recorded in Plat Book 1199, page 85 on July 17, 1967.

A tract of land in Section 9, Township I South, Range 3 East of the Willamette Meridian, in the City of Gresham, Multnomah County, Oregon:

Beginning at the Northwest corner of a square 10 acre tract known as the Northeast 10 acres in the Northwest One-Quarter of the Northwest One-Quarter of Section 9, Township I South, Range 3 East of the Willamette Meridian running thence along the centerline of NW Division Street (Section Line Road) South $89^{\circ}57'30''$ East 468.79 feet; thence South $00^{\circ}00'37''$ West 660 feet; thence West, 467.94 feet to the Southwest corner of said 10 acre tract; thence North 660 feet to the point of beginning.

Excepting therefrom the North 30 feet being in NW Division Street (Section Line Road).

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the Multnomah Education Service District, a municipal corporation of the State of Oregon, Grantee, the following real property located within the County of Multnomah, and State of Oregon:

As described in attached exhibit "A".

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

Multnomah Education Service District
11611 NE Ainsworth Circle
Portland OR 97220-9017

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, 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:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

EXHIBIT "A"

That part of the following described tract of land lying West of "Chiramonte Heights", a duly recorded plat of Multnomah County and recorded in Plat Book 1199, page 85 on July 17, 1967.

A tract of land in Section 9, Township I South, Range 3 East of the Willamette Meridian, in the City of Gresham, Multnomah County, Oregon:

Beginning at the Northwest corner of a square 10 acre tract known as the Northeast 10 acres in the Northwest One-Quarter of the Northwest One-Quarter of Section 9, Township I South, Range 3 East of the Willamette Meridian running thence along the centerline of NW Division Street (Section Line Road) South $89^{\circ}57'30''$ East 468.79 feet; thence South $00^{\circ}00'37''$ West 660 feet; thence West, 467.94 feet to the Southwest corner of said 10 acre tract; thence North 660 feet to the point of beginning.

Excepting therefrom the North 30 feet being in NW Division Street (Section Line Road).

MEETING DATE: MAY 20 1999
AGENDA NO: R-12
ESTIMATED START TIME: 10:53

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of one Tax Foreclosed Properties to School District No. 1J

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5 mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/26/99 ORIGINAL Deed & Copies of All to
VANESSA WILKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Helene E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 MAY 13 PM 4:17
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Properties to the School District No. 1J for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to received public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the School District No. 1J, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, School District No. 1J, requested this property within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the School District No. 1J was received on March 25, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section

Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
SCHOOL DISTRICT NO. 1J**

**FISCAL YEAR 1998-99
April 20, 1999**

1. Legal Description: Lot 7, Block 5, Lot 8, Block 5, SCOFFINS ADDITONS, in the City of Portland, County of Multnomah and State of Oregon.

Together with that portion of vacated 12th street which incurred thereto by Ordinance No. 134567, recorded May 17, 1972.

Tax Account Number:	R-75020-1070
Deed Number:	D991630
Type of Use:	Portland Public School Use
Greenspace Code:	-----, No designation assigned
Taxes:	\$1,579.36
Expenses:	\$ 0.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-94

Approving Transfer of One Tax Foreclosed Property to Portland Public School District No. 1J, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfer of Tax Foreclosed Property to Portland Public School District No. 1J.
- c) Portland Public School District No. 1J has formally requested the transfer of certain Tax Foreclosed Property located in Multnomah County, more particularly described as

Lot 7, Block 5, Lot 8, Block 5, SCOFFINS ADDITONS, in the City of Portland, County of Multnomah and State of Oregon.

Together with that portion of vacated 12th street, which incurred thereto by Ordinance No. 134567, recorded May 17, 1972.

- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfers, the Board determined this one property is no longer needed by the County, and is eligible to be transferred to Portland Public School District No. 1J for public purpose.

The Multnomah County Board of Commissioners Resolves:

- 1. The one property described herein is transferred without monetary consideration, to Portland Public School District No. 1J, provided that said property shall be

used and continue to be used by Portland Public School District No. 1J, for public purposes in the State of Oregon. Should the property cease to be used for public purposes by Portland Public School District No. 1J, the interest of Portland Public School District No. 1J shall automatically terminate and title shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described herein, to Portland Public School District No. 1J.

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the School District No. 1J, a municipal corporation of the State of Oregon, Grantee, the following real property located within the County of Multnomah, and State of Oregon:

Lot 7, Block 5, Lot 8, Block 5, SCOFFINS ADDITONS, in the City of Portland, County of Multnomah and State of Oregon. Together with that portion of vacated 12th street, which incurred thereto by Ordinance No. 134567, recorded May 17, 1972.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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.

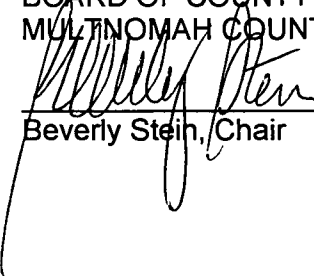
Until a change is requested, all tax statements shall be sent to the following address:

School District No. 1J
501 N Dixon
Portland OR 97227

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, 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:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management

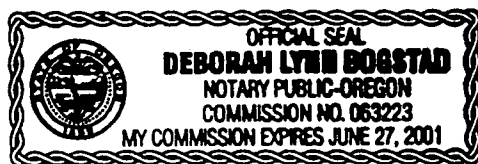


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 20th day of May, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bosted
Notary Public for Oregon
My Commission expires: 6/27/01

MEETING DATE: MAY 20 1999
AGENDA NO: R-13
ESTIMATED START TIME: 10:56

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of Three Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services.

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5 mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from Requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/20/99 ORIGINAL Deed & copies of All to
VANESSA WITKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: kt Larry F. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 13 PM 4:17
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer three Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the City of Gresham, Department of Environmental Services, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Gresham, Department of Environmental Services, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the City of Gresham, Department of Environmental Services was received on April 13, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section
Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
CITY OF GRESHAM, DEPARTMENT OF ENVIRONMENTAL SERVICES**

**FISCAL YEAR 1998-99
April 20, 1999**

1. Legal Description: A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

Tax Account Number:	R-10400-0690
Deed Number:	D991617
Type of Use:	Incorporated into storm water system
Greenspace Code:	---P-, Park deficient area
Taxes:	\$1,982.00
Expenses:	\$ 0.00

2. Legal Description: Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

Tax Account Number:	R32860-0089
Deed Number:	D991618
Type of Use:	Incorporated into public street
Greenspace Code:	-----, No designation assigned
Taxes:	\$18.73
Expenses:	\$ 0.00

3. Legal Description: Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

Tax Account Number:	R-61971-6910
Deed Number:	D991619
Type of Use:	Incorporate into public street or sidewalk
Greenspace Code:	-----, No designation assigned
Taxes:	\$142.80
Expenses:	\$ 0.00

4. Legal Description:

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

Tax Account Number:

Deed Number:

Type of Use:

Greenspace Code:

Taxes:

Expenses:

R-99310-2900

D991620

Incorporated into public street or sidewalk

-----, No designation assigned

\$1.00

\$0.00

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

RESOLUTION NO. _____

**Approving Transfer of Three Tax Foreclosed Properties to the City of Gresham,
Department of Environmental Services, for Public Purposes**

The Multnomah County Board of Commissioners Finds:

- a) **ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.**
- b) **The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Gresham.**
- c) **The City of Gresham has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described herein on exhibit "A".**
- d) **Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.**
- e) **Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described herein as required under ORS 271.330(3) and Ordinance 895.**
- f) **After holding the public hearing on the requested transfers, the Board determined these three properties are no longer needed by the County, and are eligible to be transferred to the City of Gresham Department of Environmental Services for public purpose.**

The Multnomah County Board of Commissioners Resolves:

- 1. **The three properties described herein are transferred without monetary consideration, to the City of Gresham, Department of Environmental Services, provided that said properties shall be used and continue to be used by the City of Gresham, Department of Environmental Services, for public purposes in the State of Oregon. Should the properties cease to be used for public purposes by the City of Gresham, Department of Environmental Services, the interest of the**

City of Gresham, Department of Environmental Services shall automatically terminate and titles shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties described herein, to the City of Gresham, Department of Environmental Services.

Adopted this 20th day of May, 1999.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

D991617
R-10400-0690

A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

D991618
R32860-0089

Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

D991619
R-61971-6910

Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

D991620
R-99310-2900

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Gresham, a municipal corporation of the State of Oregon, Grantee, the following three separate real properties located within the County of Multnomah, and State of Oregon:

As described in attached exhibit "A".

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

City of Gresham
Department of Environmental Services
1333 NW Eastman Parkway
Gresham OR 97030-3813

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this day of 1999, by authority of an Order of the Board of County Commissioners heretofore entered of record.

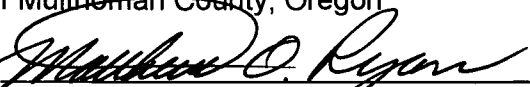
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

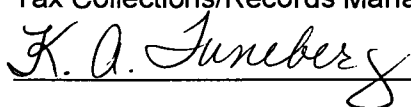
Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management



After recording, return to Tax Title/166/300

EXHIBIT "A"

D991617
R-10400-0690

A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

D991618
R32860-0089

Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

D991619
R-61971-6910

Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

D991620
R-99310-2900

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

corrected
packet for
R-13 Vanessa

MEETING DATE: MAY 20 1999
AGENDA NO: _____
ESTIMATED START TIME: _____

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of Four Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services.

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from Requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: kt

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
CITY OF GRESHAM, DEPARTMENT OF ENVIRONMENTAL SERVICES**

**FISCAL YEAR 1998-99
April 20, 1999**

1. Legal Description: A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

Tax Account Number:	R-10400-0690
Deed Number:	D991617
Type of Use:	Incorporated into storm water system
Greenspace Code:	---P-, Park deficient area
Taxes:	\$1,982.00
Expenses:	\$ 0.00

2. Legal Description: Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

Tax Account Number:	R32860-0089
Deed Number:	D991618
Type of Use:	Incorporated into public street
Greenspace Code:	-----, No designation assigned
Taxes:	\$18.73
Expenses:	\$ 0.00

3. Legal Description: Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

Tax Account Number:	R-61971-6910
Deed Number:	D991619
Type of Use:	Incorporate into public street or sidewalk
Greenspace Code:	-----, No designation assigned
Taxes:	\$142.80
Expenses:	\$ 0.00

4. Legal Description:

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

Tax Account Number:

Deed Number:

Type of Use:

Greenspace Code:

Taxes:

Expenses:

R-99310-2900

D991620

Incorporated into public street or sidewalk

-----, No designation assigned

\$1.00

\$0.00

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer Four Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to received public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the City of Gresham, Department of Environmental Services, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Gresham, Department of Environmental Services, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the City of Gresham, Department of Environmental Services was received on April 13, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section
Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-95

Approving Transfer of Four Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Gresham.
- c) The City of Gresham has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described herein on exhibit "A".
- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfers, the Board determined these four properties are no longer needed by the County, and are eligible to be transferred to the City of Gresham Department of Environmental Services for public purpose.

The Multnomah County Board of Commissioners Resolves:

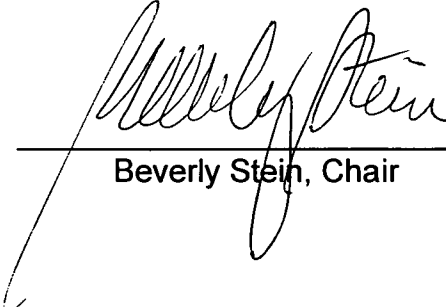
- 1. The four properties described herein are transferred without monetary consideration, to the City of Gresham, Department of Environmental Services, provided that said properties shall be used and continue to be used by the City of Gresham, Department of Environmental Services, for public purposes in the State of Oregon. Should the properties cease to be used for public purposes by the City of Gresham, Department of Environmental Services, the interest of the City of Gresham, Department of Environmental Services shall automatically terminate and titles shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties described herein, to the City of Gresham, Department of Environmental Services.

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

D991617
R-10400-0690

A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

D991618
R32860-0089

Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

D991619
R-61971-6910

Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

D991620
R-99310-2900

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Gresham, a municipal corporation of the State of Oregon, Grantee, the following Four separate real properties located within the County of Multnomah, and State of Oregon:

As described in attached exhibit "A".

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

City of Gresham
Department of Environmental Services
1333 NW Eastman Parkway
Gresham OR 97030-3813

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, 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:

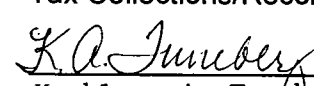
Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

EXHIBIT "A"

D991617
R-10400-0690

A tract of land being a part of Block 2, "Bristol", a plat duly recorded plat of Multnomah County, Oregon and also located in Section 10, Township 1 South, Range 3 East of the Willamette Meridian in said Multnomah County, and described as follows:

A portion of Block 2, being a strip of land 20 feet wide, and lying Southwesterly of and bounded by the Southwesterly line of Burnside Road (County Road 2063, 80 feet wide); bounded on the North by the centerline of N. E. 7th Street, vacated by Ordinance #525; and bounded on the South by the Northeasterly extension of the Northerly line of Parcel I as described in deed recorded June 20, 1988 in Book 2113, Page 2439.

D991618
R32860-0089

Lot P, GLOCCA MORRA, a recorded subdivision in the County of Multnomah and State of Oregon.

D991619
R-61971-6910

Lot A, PARTITION PLAT 1991-115, a recorded subdivision in the County of Multnomah and State of Oregon.

D991620
R-99310-2900

Beginning at a point which is N89°16'15" West 10.00 feet from the SE corner of the James Powell DLC which is a point in the West right of way line of SE Cleveland Blvd.; thence along said right of way the following courses; S0°20'30"W 239.69 feet; along the arc of a 120.84 foot radius curve right through an angle of 68°37'30" a distance of 144.73 feet; on an arc of a 170.05' radius curve left through an angle of 35°22' a distance of 104.98 feet; South 18.86'; and S78°10' West 12.36 feet to the true point of beginning; thence continuing along said right of way on the arc of a 170.05 foot radius curve left (having the same center as the last described curve) through an angle of 25°15' a distance of 79.94 feet; thence leaving said right of way North 0°03' East along the northerly projection of the East line of Block 1, Whitehead's Addition 60.00 feet more or less to an iron rod set at the bottom of a gulch; thence Easterly tracing the center of the gulch to the Westerly right of way of SE Cleveland Blvd and the true point of beginning.

SPEAKER SIGN UP CARDS

DATE 5.20.99

NAME

Susan Hathaway-Marxer

ADDRESS

1120 SW 5th Ave #1302

Portland OR 97204

PHONE

823-5247

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC

R-14 / Aud transfer

GIVE TO BOARD CLERK

MEETING DATE: MAY 20 1999
AGENDA NO: R-14
ESTIMATED START TIME: 10:59

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of three Tax Foreclosed Properties to City Of Portland, Portland Parks & Recreation

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from requesting Agency

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/26/99 ORIGINAL DEED & COPIES OF ALL TO
VANESSA WITKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Larry F. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 MAY 13 PM 4:18
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer three Tax Foreclosed Properties to the City of Portland, Portland Parks & Recreation for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the City of Portland, Portland Parks & Recreation, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Portland, Portland Parks & Recreation, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the City of Portland, Portland Parks & Recreation was received on April 12, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section

Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
CITY OF PORTLAND, PORTLAND PARKS & RECREATION**

**FISCAL YEAR 1998-99
April 20, 1999**

1.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>North 30' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.</p> <p>R-49730-2670 D991621 Public park and recreation purposes -----, None assigned \$ 691.57 \$1,446.02</p>
2.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>South 20' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.</p> <p>R-49730-2680 D991622 Public park and recreation purposes -----, None assigned \$2,356.46 \$3,730.86</p>
3.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>Lot 9, Block 3, SOUTHWEST OUTLOOK, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.</p> <p>R-78270-1120 D991623 Public park and recreation purposes -----, None assigned \$7,152.72 \$3,086.28</p>

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-96

Approving Transfer of Three Tax Foreclosed Properties to the City of Portland, Portland Parks & Recreation, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Portland.
- c) The City of Portland has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described herein on exhibit "A".
- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfers, the Board determined these three properties are no longer needed by the County, and are eligible to be transferred to the City of Portland, Portland Parks & Recreation for public purpose.

The Multnomah County Board of Commissioners Resolves:

- 1. The three properties described herein are transferred without monetary consideration, to the City of Portland, Portland Parks & Recreation, provided that said properties shall be used and continue to be used by the City of Portland, Portland Parks & Recreation, for public purposes in the State of Oregon. Should the properties ceased to be used for public purposes by the City of Portland,

Portland Parks & Recreation, the interest of the City of Portland, Portland Parks & Recreation shall automatically terminate and titles shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties described herein, to the City of Portland, Portland Parks & Recreation.

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

**R-49730-2670
D991621**

North 30' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

**R-49730-2680
D991622**

South 20' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

**R-78270-1120
D991623**

Lot 9, Block 3, SOUTHWEST OUTLOOK, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Portland, a municipal corporation of the State of Oregon, Grantee, the following three separate real properties located within the County of Multnomah, and State of Oregon:

As described in attached exhibit "A".

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

City of Portland
Portland Parks & Recreation
1120 SW 5th Ave, Room 1302
Portland OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, by authority of an Order of the Board of County Commissioners heretofore entered of record.



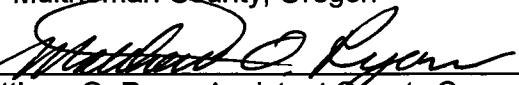
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

EXHIBIT "A"

**R-49730-2670
D991621**

North 30' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

**R-49730-2680
D991622**

South 20' of Lot 5, Block 17, LINCOLN PARK ANX, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

**R-78270-1120
D991623**

Lot 9, Block 3, SOUTHWEST OUTLOOK, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

STATE OF OREGON

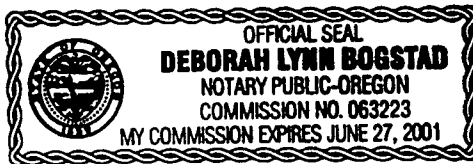
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 20th day of May, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01

MEETING DATE: MAY 20 1999
AGENDA NO: R-15
ESTIMATED START TIME: 11:02

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of Four Tax Foreclosed Properties to City of Portland, Office of Transportation

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/26/99 ORIGINAL Deed & copies of all to
VANESSA WITKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: let Larry F. Nicholas pro

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 13 PM 4:18
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer Four Tax Foreclosed Properties to the City of Portland, Office of Transportation for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the City of Portland, Office of Transportation, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Portland, Office of Transportation, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the City of Portland, Office of Transportation was received on April 1, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section

Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
CITY OF PORTLAND, OFFICE OF TRANSPORTATION**

FISCAL YEAR 1998-99
April 20, 1999

1.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>Lot A, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.</p> <p>R-57740-0010 D991624 Access control strip ---P-, Park deficient area \$17.13 \$ 0.00</p>
2.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>Lot B, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.</p> <p>R-57740-0030 D991625 Access control strip ----, None assigned \$17.13 \$ 0.00</p>
3.	<p>Legal Description:</p> <p>Tax Account Number: Deed Number: Type of Use: Greenspace Code: Taxes: Expenses:</p>	<p>A tract of land in Lot 45 "Newhurst Park", Multnomah County, Oregon, described as follows:</p> <p>Commencing at the Southwest corner of Lot 3, Block 7, "Kah-Sun-Chaco"; thence South along the East line of "Terralynn" a distance of 200 feet to Southwest corner of that tract of land conveyed to Michael Granum Et.al by deed recorded in Book 1066 at Page 602 on October 10, 1975 and the true point of beginning of the tract herein described; thence continuing South to the Southwest corner of said Lot 45 "Newhurst Park" and the North line of S. E. Mill Street; thence Easterly along the South line of said, Lot 45, a distance of 115 feet to the Westerly line of S. E. 143rd Avenue; thence Northerly along said S. E. 143rd Avenue a distance of 10 feet more or less to the Southeast corner of said Granum Et. al. tract; thence Westerly along the Southerly line of said Granum Et. al. tract to the point of beginning.</p> <p>R-60230-7060 D991626 Street extension ----, No designation assigned \$176.67 \$ 0.00</p>

<p>Legal Description:</p>	<p>A tract of land in the Southeast One-Quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, Oregon described as follows:</p> <p>Beginning at a point which is the Southwest corner of "The First Addition to Earth" a duly recorded plat of Multnomah County; thence South along the Southerly extension of the West line of said plat a distance of 4.70 feet more or less to the Westerly extension of the South line of the Alonzo Gates Donation Land Claim; thence East, along said extension a distance of 132 feet to the Southerly extension of the East line of said plat, thence North, along said Southerly extension a distance of 3.80 feet more or less to the Southeast corner of said plat; thence West, along the South line of said plat to the point of beginning.</p>
<p>Tax Account Number:</p>	<p>R-99211-8400</p>
<p>Deed Number:</p>	<p>D991627</p>
<p>Type of Use:</p>	<p>Street Extension</p>
<p>Greenspace Code:</p>	<p>-----, No designation assigned</p>
<p>Taxes:</p>	<p>\$111.13</p>
<p>Expenses:</p>	<p>\$ 0.00</p>

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-97

Approving Transfer of Four Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Portland.
- c) The City of Portland has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described herein on exhibit "A".
- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfers, the Board determined these four properties are no longer needed by the County, and are eligible to be transferred to the City of Portland, Office of Transportation for public purpose.

The Multnomah County Board of Commissioners Resolves:

- 1. The four properties described herein are transferred without monetary consideration, to the City of Portland, Office of Transportation, provided that said properties shall be used and continue to be used by the City of Portland, Office of Transportation, for public purposes in the State of Oregon. Should the properties cease to be used for public purposes by the City of Portland, Office of

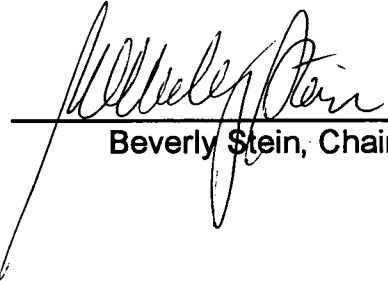
Transportation, the interest of the City of Portland, Office of Transportation shall automatically terminate and titles shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties described herein, to the City of Portland, Office of Transportation.

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

D991624
R-57740-0010

Lot A, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

D991625
R-57740-0030

Lot B, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

D991626
R-60230-7060

A tract of land in Lot 45 "Newhurst Park", Multnomah County, Oregon, described as follows:

Commencing at the Southwest corner of Lot 3, Block 7, "Kah-Sun-Chaco"; thence South along the East line of "Terralynn" a distance of 200 feet to Southwest corner of that tract of land conveyed to Michael Granum Et.al by deed recorded in Book 1066 at Page 602 on October 10, 1975 and the true point of beginning of the tract herein described; thence continuing South to the Southwest corner of said Lot 45 "Newhurst Park" and the North line of S. E. Mill Street; thence Easterly along the South line of said, Lot 45, a distance of 115 feet to the Westerly line of S. E. 143rd Avenue; thence Northerly along said S. E. 143rd Avenue a distance of 10 feet more or less to the Southeast corner of said Granum Et. al. tract; thence Westerly along the Southerly line of said Granum Et. al. tract to the point of beginning.

D991627
R-99211-8400

A tract of land in the Southeast One-Quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at a point which is the Southwest corner of "The First Addition to Earth" a duly recorded plat of Multnomah County; thence South along the Southerly extension of the West line of said plat a distance of 4.70 feet more or less to the Westerly extension of the South line of the Alonzo Gates Donation Land Claim; thence East, along said extension a distance of 132 feet to the Southerly extension of the East line of said plat, thence North, along said Southerly extension a distance of 3.80 feet more or less to the Southeast corner of said plat; thence West, along the South line of said plat to the point of beginning.

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Portland, a municipal corporation of the State of Oregon, Grantee, the following four separate real properties located within the County of Multnomah, and State of Oregon:

As described in attached exhibit "A".

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

City of Portland
Office of Transportation
1120 SW 5th Ave, Room 802
Portland OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, 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:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

EXHIBIT "A"

D991624
R-57740-0010

Lot A, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

D991625
R-57740-0030

Lot B, of MOLLIE DOWNS, a recorded subdivision located in the City of Portland, County of Multnomah, and State of Oregon.

D991626
R-60230-7060

A tract of land in Lot 45 "Newhurst Park", Multnomah County, Oregon, described as follows:

Commencing at the Southwest corner of Lot 3, Block 7, "Kah-Sun-Chaco"; thence South along the East line of "Terralynn" a distance of 200 feet to Southwest corner of that tract of land conveyed to Michael Granum Et.al by deed recorded in Book 1066 at Page 602 on October 10, 1975 and the true point of beginning of the tract herein described; thence continuing South to the Southwest corner of said Lot 45 "Newhurst Park" and the North line of S. E. Mill Street; thence Easterly along the South line of said, Lot 45, a distance of 115 feet to the Westerly line of S. E. 143rd Avenue; thence Northerly along said S. E. 143rd Avenue a distance of 10 feet more or less to the Southeast corner of said Granum Et. al. tract; thence Westerly along the Southerly line of said Granum Et. al. tract to the point of beginning.

D991627
R-99211-8400

A tract of land in the Southeast One-Quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at a point which is the Southwest corner of "The First Addition to Earth" a duly recorded plat of Multnomah County; thence South along the Southerly extension of the West line of said plat a distance of 4.70 feet more or less to the Westerly extension of the South line of the Alonzo Gates Donation Land Claim; thence East, along said extension a distance of 132 feet to the Southerly extension of the East line of said plat, thence North, along said Southerly extension a distance of 3.80 feet more or less to the Southeast corner of said plat; thence West, along the South line of said plat to the point of beginning.

MEETING DATE: MAY 20 1999
AGENDA NO: R-16
ESTIMATED START TIME: 11:05

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Transfer of one Tax Foreclosed Properties to City of Troutdale, Parks & Facilities Division

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

REGULAR MEETING: Date Requested: May 20, 1999
Amount of Time Needed: 5mins

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3380 x22591
BLDG/ROOM #: 166/300/Tax Title

PERSON(s) MAKING PRESENTATION: Representative from requesting Agency

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

Multnomah County Ordinance 895, Section VI (F) requires that a hearing be held to hear public testimony prior to the Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies.

Attached documents: Staff Report, Board Order, & Deed attached.

5/26/99 ORIGINAL DEED & COPIES OF ALL TO
VANESSA WITKA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lt Larry F. Nicholas / pro

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 MAY 13 PM 4:18
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gary Thomas
Foreclosed Property Coordinator – Tax Title

TODAY'S DATE: April 20, 1999

REQUESTED PLACEMENT DATE: May 20, 1999

Re: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Properties to the City of Troutdale, Parks & Facilities Division for public use.

I. Recommendation/Action Requested:

That the Board of County Commissioners set May 20, 1999 as a date to received public testimony concerning the subject request for transfer of Tax Foreclosed Property, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer to the City of Troutdale, Parks & Facilities Division, shall be approved.

II. Background Analysis:

On February 5, 1999, in accordance with Ordinance 895, these properties were made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Troutdale, Parks & Facilities Division, requested these properties within the sixty days required by Ordinance 895, (Section VI, C) of April 13, 1999. The formal request from the City of Troutdale, Parks & Facilities Division was received on March 26, 1999.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publication, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and preparation of Board documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a public hearing.

VI. Link to Current County Policies:

There are no links with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for one day in two successive weeks.

The Oregonian, Metro Section
Dates of publication: May 11th & May 18th

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this Tax Foreclosed Property transfer process. All Neighborhood Associations within the County where the property was located, were notified of the availability of Tax Foreclosed Properties to Government Agencies for possible transfer.

**STAFF REPORT
MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY
CITY OF TROUTDALE, PARKS & FACILITIES DIVISION**

**FISCAL YEAR 1998-99
April 20, 1999**

1. Legal Description: Lot C, CORBETH, a recorded subdivision located in the County of Multnomah, and State of Oregon.

Tax Account Number:	R-17785-0030
Deed Number:	D991628
Type of Use:	Public pedestrian pathway
Greenspace Code:	-----, No designation assigned
Taxes:	\$203.04
Expenses:	\$200.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-98

Approving Transfer of One Tax Foreclosed Property to the City of Troutdale, Parks & Facilities Division, for Public Purposes

The Multnomah County Board of Commissioners Finds:

- a) ORS 271.330 and Multnomah County Ordinance 895 allow for transfer of Tax Foreclosed Real Property to governmental bodies provided the property is used for a public purpose.
- b) The County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of Tax Foreclosed Property to the City of Portland.
- c) The City of Troutdale has formally requested the transfer of certain Tax Foreclosed Property located in Multnomah County, more particularly described as

Lot C, CORBETH, a recorded subdivision located in the County of Multnomah, and State of Oregon.

- d) Pursuant to ORS 271.330(3) and Ordinance 895, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division, to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner, after the above referenced report has been made available to the County Board.
- e) Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the property described herein as required under ORS 271.330(3) and Ordinance 895.
- f) After holding the public hearing on the requested transfer, the Board determined this one property is no longer needed by the County, and is eligible to be transferred to the City of Troutdale, Parks & Facilities Division for public purpose.

The Multnomah County Board of Commissioners Resolves:

- 1. The one property described herein is transferred without monetary consideration, to the City of Troutdale, Parks & Facilities Division, provided that said property shall be used and continue to be used by the City of Troutdale, Parks & Facilities Division, for public purposes in the State of Oregon. Should the property ceased to be used for public purposes by the City of Troutdale, Parks & Facilities Division, the interest of the

City of Troutdale, Parks & Facilities Division shall automatically terminate and title shall revert to Multnomah County.

2. The Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described herein, to the City of Troutdale, Parks & Facilities Division.

Adopted this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By


Matthew O. Ryan, Assistant County Counsel

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Troutdale, a municipal corporation of the State of Oregon, Grantee, the following real property located within the County of Multnomah, and State of Oregon:

Lot C, CORBETH, a recorded subdivision located in the County of Multnomah, and State of Oregon.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES 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:

City of Troutdale
Parks & Facilities Division
Community Development
104 SE Kibling
Troutdale OR 97060

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 20th day of May, 1999, 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:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

APPROVED:

Kathy Tuneberg, Director
Tax Collections/Records Management


Kathleen A. Tuneberg, Director

After recording, return to Tax Title/166/300

SPEAKER SIGN UP CARDS

DATE May 20, 1999
NAME Dan Chandler
ADDRESS 1222 Main, Suite 451
Vanouver WA 98685
PHONE 227 7807
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC 12-17
GIVE TO BOARD CLERK

MEETING DATE: MAY 20 1999
AGENDA NO: R-17
ESTIMATED START TIME: 11:08

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Boundary Change Proposal No. MU-0499, Annexation to Metro

BOARD BRIEFING:

DATE REQUESTED:
REQUESTED BY:
AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: May 20, 1999
AMOUNT OF TIME NEEDED: 15 Minutes

DEPARTMENT: DES

DIVISION: Administration

CONTACT: Larry Nicholas

TELEPHONE #: 83355
BLDG/ROOM #: 455/224

PERSON(S) MAKING PRESENTATION Deniece Won for Ken Martin, Local Government
Boundary Change Manager

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Boundary Change Proposal No. MU-0499, Annexation To Metro

5/20/99 copies to Ken Martin &
Larry Nicholas

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: _____

Larry Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
99 APR 21 AM 7:28
MULTI-COUNTY
OREGON

TO: Board of County Commissioners

FROM: Dept. of Environmental Services - Local Government Boundary Office

Date: April 14, 1999

RE: Boundary Change Proposal No. MU-0499, Annexation to Metro
Scheduled for Hearing Date of May 20, 1999

1. Recommendation/Action Requested: Approval With Modification
2. Background/Analysis: See Attached Staff Report
3. Financial Impact: None
4. Legal Issues: None
5. Controversial Issues: None
6. Link to Current County Policies: None (This annexation lies in Washington County. Its relationship to the Washington County Comprehensive Plan is covered in the attached staff report.)
7. Citizen Participation: Notice of this hearing invites testimony from any interested party. Notice consisted of: 1) Posting 3 notices near the territory and one notice in the County Courthouse 45 days prior to the hearing; 2) Publishing notice twice in the Hillsboro Argus; 3) Mailed notice sent to affected local governments, all property owners within 250 feet of the area to be annexed and to the affected neighborhood groups (Wash. Co. CPO's # 7 & 8).
8. Other Government Participation: None, except as noted above, possible participation in hearing

NOTES ON STAFF REPORT AND PROPOSED ORDER

Because the boundary review process is new, the following notes will be included with the first few proposals presented to the Board.

Legal Framework

The legal framework for review of boundary change proposals by the Board is composed of three parts. Oregon Revised Statutes Chapter 198 (ORS 198) lays out the general process including the minimum requirements for initiating a proposal, components of the initiating petition, notice requirements and timelines for processing and filing approved boundary changes. Some criteria for decision-making, particularly with regard to possible modifications, are specified in ORS 198.

Metro Code Chapter 3.09 provides additional, and generally speaking, more detailed rules and criteria for boundary change review. These rules and criteria are in addition to the ORS 198 requirements. Also these rules and criteria only apply to boundary changes (such as the current proposal) which are inside the Metro boundary or identified urban reserve areas. The Metro code calls for wider notice of hearings and decisions and longer periods of time between the notice and the event. The Code requires a staff report which addresses specific factors such as compliance with regional and local plans. Also mandated are approval orders with findings of fact and conclusions based on those facts. Finally the Metro Code sets up an appeal panel which may hear appeals of county decisions if those appeals are made by a necessary party. A necessary party is a unit of government which directly or indirectly delivers one of the following services to the area in the proposed boundary change: sewer, water, fire, parks\recreation\open space, roads and mass transit.

The third part of the legal framework for your review of boundary changes is Oregon Revised Statute Chapter 197, specifically ORS 197.763. While there could be exceptions, it is generally believed that most annexation decisions should be considered to be land use decisions. Thus to be on the safe side legally, the requirements for noticing and conducting local quasi-judicial land use hearings should be followed when deciding boundary changes. These notice requirements are more detailed and the notice itself is more widely distributed than is required by ORS 198 or the Metro Code.

Staff Report

The staff report will provide information on the proposed boundary change. It will cover the *reasons* the change is being proposed, *geographical information*, *land use planning* relative to the site and *services* availability & cost.

There may be instances where modification of a proposed boundary change should be considered. If these are known about in advance they will be covered in the staff report.

Modifications may take the form of petitions from adjacent property owners for inclusion in a proposed boundary change or perhaps suggestions by staff for inclusion of public rights-of-way.

Attached to the staff report you will find a proposed set of findings of fact and conclusions from those findings. These may be used *as is* to adopt an ordinance or modified as a result of information gathered at the hearing.

PROPOSAL NO. MU-0499 - METRO - Annexation

Petitioners: Property Owners - James Tsugawa; No Registered Voters

Proposal No. MU-0499 was initiated by a consent petition of the property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855 (3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040 (a) (lists Metro's minimum requirements for petition). If the Board approves the proposal and there are no objections from necessary parties, the boundary change could become effective immediately if the Board chooses to put an emergency clause on it. Without an emergency clause the change would become effective 30 days following approval. If a necessary party has objected to the boundary change it will become effective 30 days after the date of approval [and most likely the objecting party would then appeal to the Metro Appeals Commission.]

The territory to be annexed is located on the north edge of the District, on the south edge of N.W. West Union Road and on the east edge of Cornelius Pass Road. The territory contains 16.5 acres, is vacant and is evaluated at \$8,650.

REASON FOR ANNEXATION

The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property has been tentatively included in the urban growth boundary. Metro approved a locational adjustment to the UGB in October, 1998. Because the territory is outside Metro's jurisdictional boundary such locational adjustments are done through a resolution expressing the Metro Council's intent to amend the UGB if and when the property is annexed to Metro.

MODIFICATION

The Metro boundary in Cornelius Pass Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the east half of the Cornelius Pass Road right-of-way. The tentative approval of the locational adjustment by Metro included the right-of-way,

CRITERIA FOR DECISION-MAKING

The criteria for making decisions on boundary changes are summarized in Exhibit A of this report. These criteria generally fall into two broad categories - land use planning compatibility and services adequacy. The next two sections of this report provide information on these two subjects.

LAND USE PLANNING

SITE CHARACTERISTICS

The land is basically flat. The majority of the property is covered with a filbert orchard.

REGIONAL PLANNING

General Information

This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA). The URA's were identified by number and this property was a part of URA 64.

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998. However, before Metro took this action the owners of this particular piece of property applied for and received tentative approval of a locational adjustment of the regional Urban Growth Boundary. A locational adjustment is the method for making regular limited additions or deletions of 20 acres or less to the UGB.

Thus the status of the territory currently under consideration is that it is provisionally approved for inclusion in the regional Urban Growth Boundary pending approval of its inclusion in Metro's jurisdictional boundary.

Regional Framework Plan

The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include " . . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept. Each of these elements of the Regional Framework Plan is discussed below.

Regional Growth Goals and Objectives. Metro first established in 1991, and has subsequently amended and adopted, Regional Urban Growth Goals and Objectives known as the RUGGOS. The RUGGOS were published in a separate stand-alone document as amended and adopted on December 14, 1995. In that document these goals and objectives were accumulated under some general headings. As an example under the general heading of "Natural Environment" there were five objectives relating to watershed management, water supply, air quality, natural areas and protection of agricultural & forest lands.

In the Regional Framework Plan these objectives have been disbursed out to various chapters of the Plan which deal with specific topics. Thus the water supply objective mentioned in the previous paragraph will be found in the chapter on "Water" while the natural areas objective is found in the chapter on "Parks, Natural Areas, Open Spaces and Recreational Facilities."

The 2040 Growth Concept and Map. As required by its charter, Metro also went through an extensive planning process to develop a 50 year future vision of the region. This ultimately grew into what was called the 2040 Growth Concept which included a concept map. This exercise was required to be completed in a time frame which was shorter than that for completion of the Framework Plan. Thus the 2040 Plan was originally also published as a stand-alone document dated December 8, 1994. When the RUGGOS were published in December of the following year the 2040 Growth Concept and Map were incorporated into the Regional Urban Growth Goals and Objectives document. Ultimately as noted above, the 2040 Growth Concept and Map was made a part of the Regional Framework Plan.

Urban Growth Management Functional Plan. Metro is authorized to adopt functional plans which are limited purpose plans addressing designated areas and activities of metropolitan concern. Distinguishing characteristics of functional plans include: 1) provisions in functional plans require changes in city and county comprehensive plans; 2) the plans or

actions implementing provisions therein will be adopted by Metro as final land use actions which must comply with the statewide Goals; 3) functional plans are the way Metro can require local plan changes, so many elements of the Framework Plan may ultimately become functional plans. Thus Metro may initiate functional plans concerning any of the major divisions of the Regional Framework Plan or some other activity or area. But a division of the Regional Framework Plan or a study of another activity or area is not automatically considered to be a functional plan. It is not a functional plan unless it mandates local plan changes.

Prior to adoption of the Regional Framework Plan, Metro decided it was necessary to begin implementation of some facets of the 2040 Growth Concept and the RUGGOS. In order to accomplish this, Metro adopted one functional plan - the Urban Growth Management Functional Plan - on November 21, 1996. This functional plan has been codified in Metro Code Chapter 3.07. and is included as an appendix to the Regional Framework Plan.

The Urban Growth Management Functional Plan requires cities and counties to amend their comprehensive plans and implementing ordinances to be in accord with elements in the Functional Plan. Included in these requirements are such items as minimum density standards, limitations on parking standards, mandated adoption of water quality standards and rules relating to Urban Growth Boundary expansion into Urban Reserve areas. This last requirement of the Urban Growth Management Functional Plan is embodied in Title 11.

Title 11 of the Urban Growth Management Functional Plan speaks to the issue of addition of territory to the regional Urban Growth Boundary. Territory to be added to the UGB through the major amendments process or via the legislative amendment process must have a conceptual plan adopted by the city or county which will be responsible for the territory's urban land use planning. The plan must be approved by Metro. The "urban reserve plan" must provide for current or ultimate annexation of the territory to a city and any necessary service districts. It must also meet certain density, transportation and other thresholds. These requirements do not apply to the locational adjustments process.

The Regional Framework Plan And Boundary Changes. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

Notification

Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))

The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town

centers" ideas and other general constructs of the Concept. This section of the Framework Plan has been examined and found not to contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter was reviewed and found not to contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter was reviewed and found not to contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are to be found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter has been reviewed and found not to contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

COUNTY PLANNING

Washington County Comprehensive Plan

The Washington County Comprehensive Plan is composed of the following pieces:

- The Comprehensive Framework Plan For The Urban Area
- County Resource Document
- Rural Natural Resource Element
- Community Plans and Background Documents
- Community Development Code
- Transportation Plan
- Unified Capital Improvements Program

As stated at 3.1.6 & 7 of the Plan, Volume II:

The [Washington County] Comprehensive Plan is composed of the Comprehensive Framework Plan and site-specific Community Plans that are implemented by the Community Development Code and functional plans including Transportation and Capital Improvements. . . . The Comprehensive Framework Plan contains the broad policy directions that are the basis for the other Comprehensive Plan elements. . . . The Community Plans indicate the specific land uses and circulation systems which have been determined as necessary to meet community needs. . . . Implementation of the Comprehensive Framework Plan and Community Plans occurs when their provisions are incorporated into the preparation and review of land development proposals through application of the Community Development Code.

Each of these 7 elements has been searched for materials relative to annexations. Sections of these elements which speak directly to the issue of annexation or which appear to have some relevance to that issue have been reviewed to determine whether the current proposal is consistent with them or not.

The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans are examined here.

The **Comprehensive Framework Plan For the Urban Area** is broken down into *Elements*. Each element is comprised of a number of *Policies*. The policies also contain *Implementing Strategies* and *Summary Findings and Conclusions*.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

One of the implementing strategies of this element calls for establishment and maintenance of Urban Planning Area Agreements (UPAA's) between the cities and the County. These documents are to aid in the coordination between the County and cities on land use planning and development matters. These documents may contain guidelines relative to boundary changes and if so, by virtue of this element, they would need to be considered when reviewing compliance of a boundary change with the Comprehensive Framework Plan.

The second element of the Comprehensive Framework Plan is the NATURAL AND CULTURAL SETTING element which contains Water Resources Policy No. 6. (3.2.1). Under the Water Resources Policy the County's policy of protecting the quality of water resources is to be implemented through several drainage improvement strategies. These include minimizing the establishment of new subsurface disposal systems, maintenance of streamside vegetation, etc. Some of these strategies may relate directly to a boundary change. For instance annexation to a sewer-providing government may be found to be in obvious compliance with the strategy of reducing dependence on subsurface systems.

In the URBANIZATION element of the Plan under the subheading "reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES ARE AVAILABLE;

- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;
- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Implementing Strategies

The County will:

- a. Permit growth to occur only in areas with adequate public services and facilities, as permitted under growth management strategies contained in the Comprehensive Plan. If development is permitted in areas with limited services, a minimum acreage of ten (10) acres should be imposed. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve. Prior to the issuance of a development permit, in such cases, the property owner will be required to sign a waiver of remonstrance against future formation of a Local Improvement District for sanitary sewers;
- b. Encourage infill development where such development will not adversely affect existing uses and where the capacity of existing public facilities and services will not be exceeded;
- c. Allow the continuation of existing farm and forestry uses within the urban unincorporated area;
- d. Assure that proposed land divisions are consistent with all current master facilities plans for roads, sanitary sewers, drainage, and water distribution facilities, as well as community and city plans. This will help assure that full development of the property can take place at planned urban densities; and

. . .

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Implementing Strategies

The County will:

. . . .

- b. Categorize urban facilities and services into three categories: Critical, Essential and Desirable.

- 1) Critical facilities and services are defined as: Public Water, public sanitary sewers, fire, drainage, and access (Local and Minor Collector roads). An inability to provide an adequate level of Critical services in conjunction with the proposed development will result in the denial of a development application.
- 2) Essential facilities and services are defined as: Schools, Arterial (including State highways) and Major Collector roads including Transit streets, on-site transit improvements (such as bus shelters and turnouts, etc.), police protection, and pedestrian walkways. Failure to ensure the availability of an adequate level of all Essential services within five (5) years from occupancy may result in the denial of a development application.

. . . .

- 3) Desirable facility(ies) and service(s) are defined as: Public transportation service, pedestrian and bicycle paths, and parks. These are facilities and services which can be expected in a reasonable time frame (five year period) from the occupancy of a development. A development application may be conditioned to facilitate these services based upon specific findings;
- c. Rely upon the standards established by the appropriate special service district and adopted County Standards as the measurement of acceptability for the service provided by the service provider. The information obtained from the service provider shall be treated as a rebuttable presumption as to the ability to provide an adequate level of the facility or service. However, the evidence that can rebut it must be compelling evidence based upon objective data in order to controvert the determination of the service provider. Specific standards for implementation will be identified in the Community Development Code as well as acceptable methods for assuring availability of required public services and facilities;
 - d. Require that the cost of providing the required County urban services for a particular land use proposal shall be borne by the applicant or benefitted properties unless otherwise authorized by the Board of County Commissioners.
 - e. Apply the growth management standards to all new development actions except construction of a detached dwelling on a lot of record;
 - f. Establish clear and objective criteria for the issuance of all development permits. These criteria will consider:

- 1) Consistency with the Comprehensive Plan and appropriate Community Plans,
 - 2) Adequacy of public facilities and services as required in the growth management strategy, and
 - 3) Consistency with development standards contained in the Community Development Code; and
- g. Use and encourage other public service providers to use the following priority list to guide the investment of public monies in public facilities and services:
- 1) Solve existing health, safety and welfare problems.
 - 2) Facilitate infill development or new development which is contiguous to existing.
 - 3) Promote commercial and industrial economic development opportunities.
 - 4) Extend services to outlying, undeveloped areas designated for residential development in the Comprehensive Plan.

Summary Findings and Conclusions

A healthy, livable urban environment is achieved in part through the provision of public facilities and services prior to or concurrent with development in a level adequate to serve the expected demand.

Of the major urban facilities and services provided in Washington County -- including sewers, water lines, roads, fire and police protection, and schools, -- it is the County road system and police protection services which are most heavily impacted by the demands of the County's growth. Providers of other services have, in general, been able to keep pace with the rapid growth of recent years and still provide more than adequate service to existing customers.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;

b. Continue to provide the following facilities and services as resources permit:

Public Health	County-wide
Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System	Unincorporated Areas Only
Management (franchising)	
Solid Waste Disposal	Unincorporated Areas
Outside UGB	
Cooperative Library System	County-wide
Records and Elections	County-wide

c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,

- 5) Procedures for amending the agreement,
 - 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
 - 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
 - 8) Area or clientele to be served now and in the future,
 - 9) Consistency with Plan policies and strategies,
 - 10) Coordination of capital improvements programs, and
 - 11) Cost effectiveness of service provision;
- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
 - f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
 - g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
 - h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

Summary Findings and Conclusions

Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under state law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility -- which will result in a better living environment for county residents - is the formal establishments [sic] of a strong coordination system between the County and all service providers.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best

able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible. Relevant implementing strategies for this policy include:

- b. Encourage adjustments in the U.S.A. boundary to enable the agency to eventually serve all unincorporated areas within the Urban Growth Boundary;
- c. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve an or does not plan to serve in the future. Prior to issuance of a development permit, in such cases, the property owners will be required to sign a waiver of remonstrance against formation of a Local Improvement District for sanitary sewers; and
- d. Require properties with on-site disposal facilities to connect to the sewer network once sewer service becomes available.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Implementation strategies

The County will:

- a. Work with all water providers, fire districts, and with the Watermaster and State Engineer's office, as appropriate, to ensure that:
 - (1) water service is available to new development at sufficient pressures for domestic consumption and fire suppression purposes;
 - (2) in areas identified by the State Engineer's office as "critical groundwater areas," the water demands of new development do not jeopardize supplies of groundwater to existing users;

- (3) extension of water distribution facilities are coordinated with the provision of other public facilities such as sanitary sewers and drainage facilities;

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

Implementing Strategies

The County will:

- a. Require in the Community Development Code that:

- (1) . . .
- (2) water service is available to new developments at sufficient pressures for both domestic consumption and fire protection purposes; and
- (3) the appropriate fire district and the County Department of Public Safety have the opportunity to review and comment on all development proposals subject to the growth management standards.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

Policy 34 which appears under the subheading of "Open Space and Recreation Facilities Location," declares that the County will identify potential future park and recreation areas in the Community Plans. The County strategies for pursuing this policy will include

attempting to get the developers of projects to dedicate park sites to the County or Tualatin Hills Park & Recreation District. The County in doing this say they will:

- c. Give priority to the preservation of lands with:
 - 1) significant natural features, urban forests, scenic views, natural hazards, or significant fish and wildlife habitats;
 - 2) the potential for linkage into open space corridors, especially for trail systems (hiking, jogging, bicycling, horseback riding);
 - 3) access to streams and rivers, particularly the Tualatin River;
 - 4) easy access by pedestrians, bicyclists, transit riders, and those with limited mobility and finances;
 - 5) close proximity to existing or planned higher density population areas; and
 - 6) value in defining the edges or boundaries of communities; and
- d. Consider future acquisition and development programs which take into account:
 - 1) areas of substantial need;
 - 2) how well a site meets the relative recreation needs of the service area;
 - 3) the suitability of environmental conditions;
 - 4) fiscal feasibility;
 - 5) threat of loss of a valuable resource; and
 - 6) opportunity for cooperative projects.

Policy 35 with a subheading of "Agency Roles and Responsibilities In Meeting Recreation Needs" says:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH THPRD AND THE CITIES AND SCHOOL DISTRICTS IN COMPREHENSIVE PLANNING FOR OPEN SPACE AND RECREATION FACILITIES AND SERVICES FOR THE COUNTY.

Implementing Strategies

The County will:

- a. Encourage THPRD to expand its boundaries to be responsible for providing neighborhood and community scale recreations [sic] facilities and services is [sic] all urban unincorporated areas of the county, with the possible exception of the Metzger Local Improvement District and areas subject to annexation by cities with parks programs. Should the THPRD Board decide not to expand district boundaries to the limits just described, the County should attempt to form a special service district to provide recreation facilities and services in appropriate areas outside the THPRD;

The **County Resource Document** is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the **Rural\Natural Resource Element**. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it should be noted that extensive notice inviting citizen involvement has been given. This includes affected local governments, surrounding property owners and CPO's # 7 & 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:
 - (1) Providing affected agencies with information on proposed land use actions for review and comment.
...
 - (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.

- b. Establish and maintain "Planning Area Agreements" with cities.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated as AF-5. This is Agriculture and Forest, 5 acre minimum lot size. Policies and implementing strategies relating to AF-5 are contained Policy 18. Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the **Community Plans & Background Document**. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the **Community Development Code** [zoning ordinance], the **Transportation Plan** and the **Unified Capital Improvement Program**. These have been reviewed and found not to contain any specific directly applicable standards or criteria for boundary changes.

County 2000

In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.

Urban Growth Management Agreement

Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.

CITY PLANNING

This territory is not covered by the Hillsboro Comprehensive Plan. The territory is adjacent to the City boundary (on the west side of Cornelius Pass Rd.) and the City has indicated a willingness to annex the site and provide any necessary services.

FACILITIES AND SERVICES

ORS 195 Agreements. This statute requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.

Urban Services. Most urban services are not currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.

Other Services. This territory lies within Washington County R.F.P.D. # 2 which contracts with the City of Hillsboro for service in this general area. The site is also within the Tualatin Hills Park & Recreation District.

Hillsboro School District services this area and it is within the Portland Community College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

Metro Services. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and through the processing of a locational adjustment for this property.

Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is

responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$.0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$.2676 for a total tax levy of \$.3642 per \$1,000 A.V.

RECOMMENDATION.

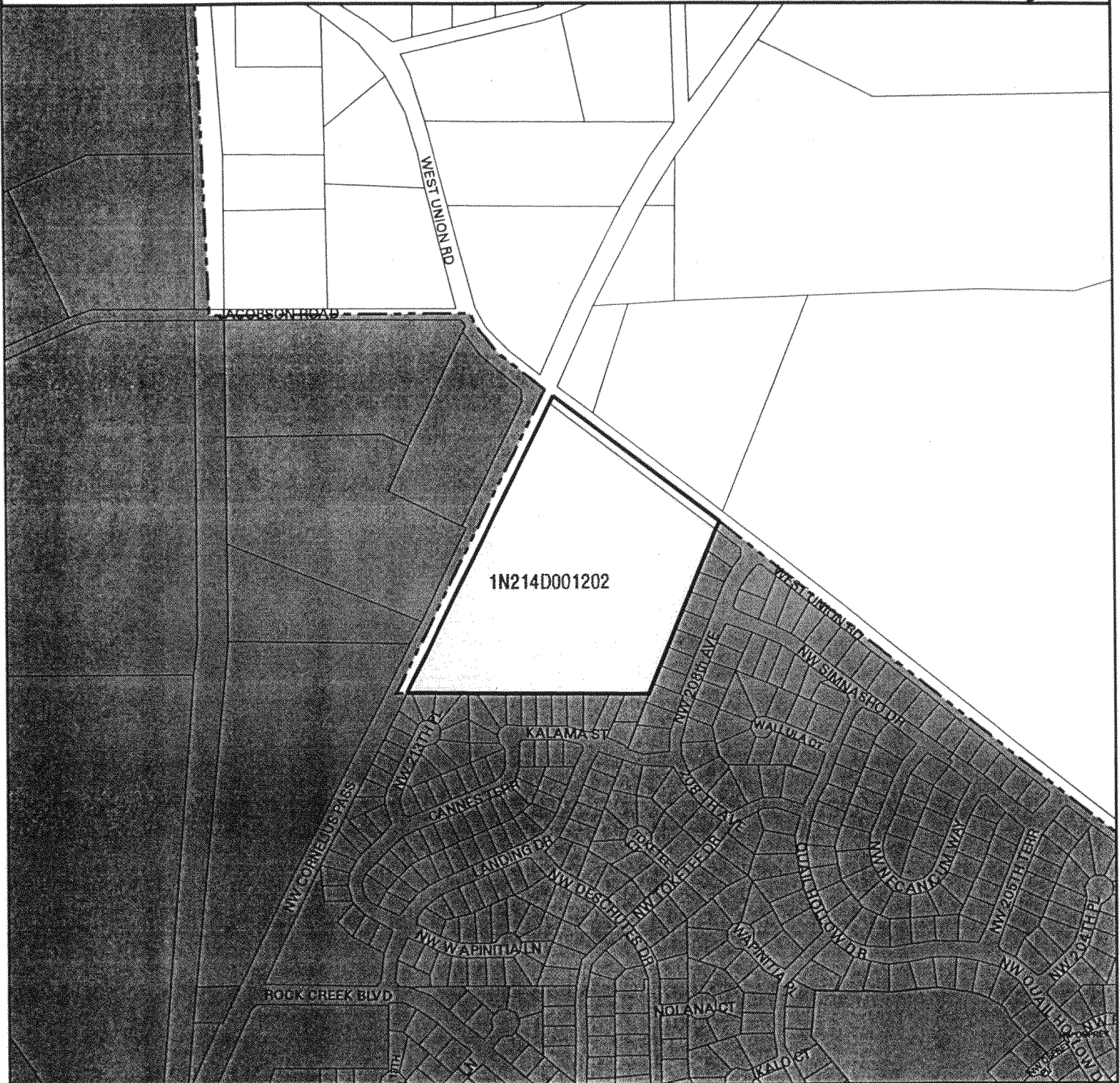
Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit B, the staff recommends Proposal No. MU-0499 be modified to include the adjacent right-of-way of Cornelius Pass Road and then *approved*.

Proposal No. MU0499

1N2W14

Annexation to Metro

Washington Co.






R L I S
REGIONAL LAND INFORMATION SYSTEM



800 NE Grand Ave.
Portland, OR 97232-2736
Voice 503 787-1742
FAX 503 797-1809
Email drc@metro-region.org

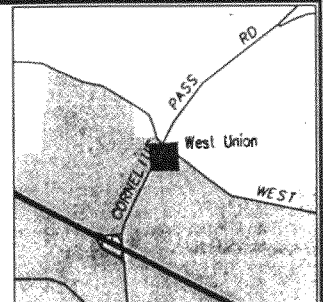
METRO

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the accuracy of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

-  Metro boundary
-  Annexation boundary
-  Area to be annexed

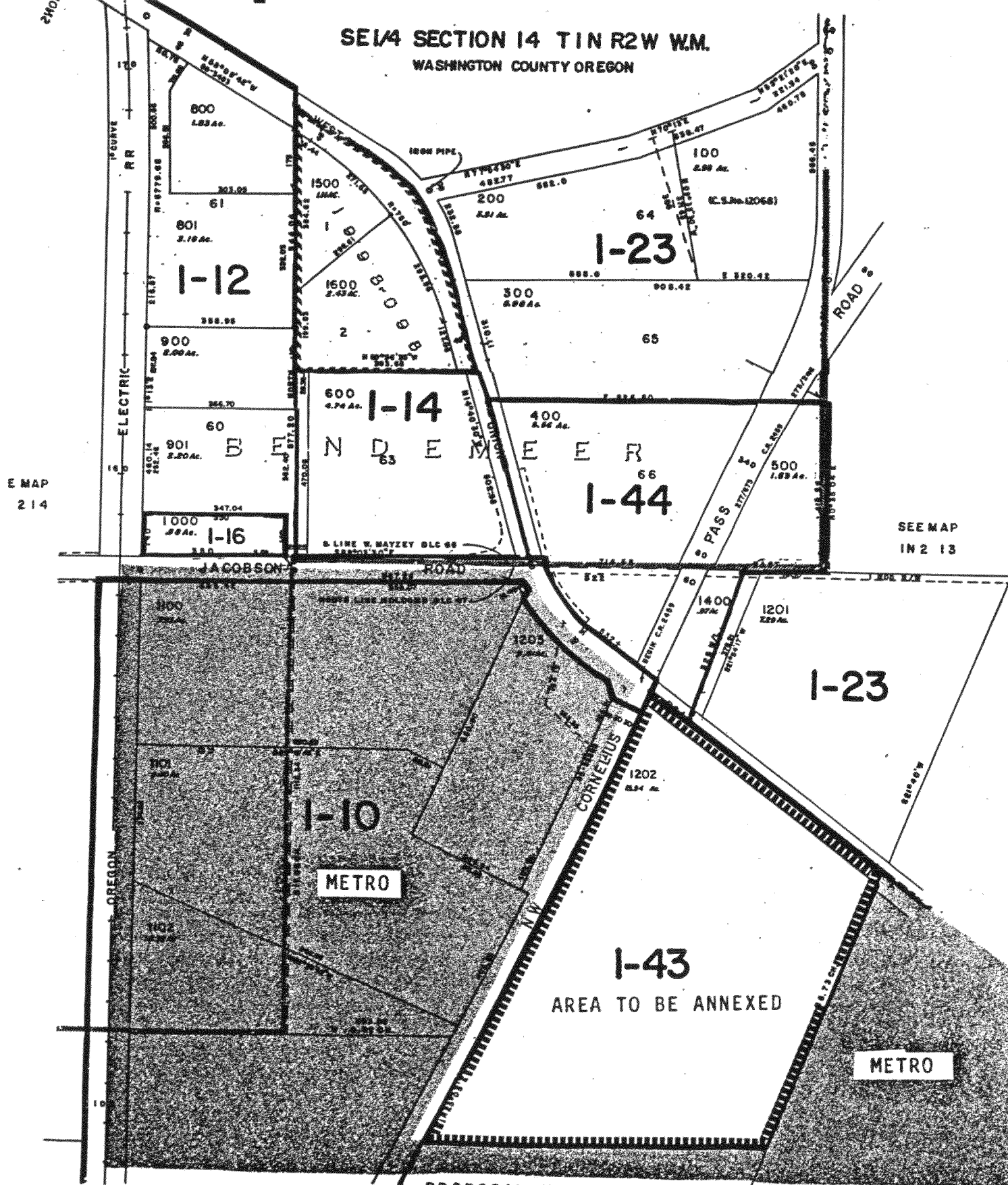
PROPOSAL NO MU-0499
METRO
Figure 1

Scale: 1" = 500'
0 500 1000



Proposal No. MU0499

SE1/4 SECTION 14 T1N R2W W.M.
WASHINGTON COUNTY OREGON



PROPOSAL NO. MU-0499
METRO
Figure 2

CRITERIA FOR DECISION-MAKING

There are two more-or-less separate sets of criteria for making decisions on boundary changes. One set is found in the statutes and relates strongly to what the boundary of the proposed change should be. The second set of criteria is found in the Metro Code.

Oregon Revised Statute 198 directs the Board to utilize the criteria found in a particular section of the boundary commission statute (ORS 199.462) to decide whether property has been improperly left out of or included within, the proposed change. These criteria can be summarized as:

1. Consideration of local comprehensive planning for the area
2. Consideration of economic, demographic and sociological trends and projections pertinent to the area
3. Consideration of past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change
4. Consideration of the LCDC Goals

A second set of criteria can be extracted from the Metro Code. That Code states that a final decision shall be based on substantial evidence in the record of the hearing and that the written decision must include findings of fact and conclusions from those findings. The findings and conclusions shall address four minimum criteria:

1. Compliance with applicable ORS 195 agreements [These are agreements between various service providers about who will provide which services where. The agreements are mandated by ORS 195 but none are currently in place.]
2. Consistency with directly applicable standards for boundary changes contained in:
 - a. Comprehensive land use plans
 - b. Public facility plans
 - c. Regional framework and functional plans
 - d. Urban planning agreements and similar agreements of the affected entity and necessary parties
3. Assurance that the affected entity can provide urban service[s] now or soon directly or by contract
4. If the boundary change is to Metro, determination by Metro Council that territory should be inside the UGB shall be the primary criteria

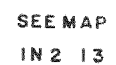
The Metro Code also contains a second set of 11 factors which are to be considered where no ORS 195 agreements have been adopted and the boundary change is being contested by a necessary party.

The first set of criteria gives the Board authority to consider a broad range of factors in deciding whether the proposed boundary change should be enlarged or contracted. On the other hand nothing in ORS 198 nor the criteria in ORS 199.462 mandates changing the boundary under certain conditions. "Consideration" can consist of a detailed study or a cursory glance.

The second set of criteria consists of two major elements - land use planning consistency and service availability and adequacy.

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METRO

CRITERIA FOR DECISION-MAKING

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The second set of criteria consists of two major elements - land use planning consistency and service availability and adequacy.

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory contains 16.5 acres, is vacant and is evaluated at \$8,650.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property has been tentatively included in the urban growth boundary. Metro approved a locational adjustment to the UGB in October, 1998. Because the territory is outside Metro's jurisdictional boundary such locational adjustments are done through a resolution expressing the Metro Council's intent to amend the UGB if and when the property is annexed to Metro.
3. The Metro boundary in Cornelius Pass Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the east half of the Cornelius Pass Road right-of-way. The tentative approval of the locational adjustment by Metro included the right-of-way,
4. The land is basically flat. The majority of the property is covered with a filbert orchard.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA). The URA's were identified by number and this property was a part of URA 64.

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998. However, before Metro took this action the owners of

this particular piece of property applied for and received tentative approval of a locational adjustment of the regional Urban Growth Boundary. A locational adjustment is the method for making regular limited additions or deletions of 20 acres or less to the UGB.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include "... compliance with adopted regional urban growth goals and objectives, functional plans ... and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept.

Title 11 of the Urban Growth Management Functional Plan speaks to the issue of addition of territory to the regional Urban Growth Boundary. Territory to be added to the UGB through the major amendments process or via the legislative amendment process must have a conceptual plan adopted by the city or county which will be responsible for the territory's urban land use planning. The plan must be approved by Metro. The "urban reserve plan" must provide for current or ultimate annexation of the territory to a city and any necessary service districts. It must also meet certain density, transportation and other thresholds. These requirements do not apply to the locational adjustments process.

7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

Notification

Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))

The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan has been examined and found not to contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some

factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter was reviewed and found not to contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter was reviewed and found not to contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are to be found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter has been reviewed and found not to contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

8. The Washington County Comprehensive Plan is composed of the following pieces:

- The Comprehensive Framework Plan For The Urban Area
- County Resource Document
- Rural Natural Resource Element
- Community Plans and Background Documents
- Community Development Code
- Transportation Plan
- Unified Capital Improvements Program

As stated at 3.1.6 & 7 of the Plan, Volume II:

The [Washington County] Comprehensive Plan is composed of the Comprehensive Framework Plan and site-specific Community Plans that are implemented by the Community Development Code and functional plans including Transportation and Capital Improvements. . . . The Comprehensive Framework Plan contains the broad policy directions that are the basis for the other Comprehensive Plan elements. . . . The Community Plans indicate the specific land uses and circulation systems which have been determined as necessary to meet community needs. . . . Implementation of the Comprehensive Framework Plan and Community Plans occurs when their provisions are incorporated into the preparation and review of land development proposals through application of the Community Development Code.

Each of these 7 elements has been searched for materials relative to annexations.

The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

In the URBANIZATION element of the Plan under the subheading "reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES ARE AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;
- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Implementing Strategies

The County will:

- a. Permit growth to occur only in areas with adequate public services and facilities, as permitted under growth management strategies contained in the Comprehensive Plan. If development is permitted in areas with limited services, a minimum acreage of ten (10) acres should be imposed. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve. Prior to the issuance of a development permit, in such cases, the property owner will be required to sign a waiver of remonstrance against future formation of a Local Improvement District for sanitary sewers;

- b. Encourage infill development where such development will not adversely affect existing uses and where the capacity of existing public facilities and services will not be exceeded;
- c. Allow the continuation of existing farm and forestry uses within the urban unincorporated area;
- d. Assure that proposed land divisions are consistent with all current master facilities plans for roads, sanitary sewers, drainage, and water distribution facilities, as well as community and city plans. This will help assure that full development of the property can take place at planned urban densities; and

. . .

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Implementing Strategies

The County will:

. . .

- b. Categorize urban facilities and services into three categories: Critical, Essential and Desirable.
 - 1) Critical facilities and services are defined as: Public Water, public sanitary sewers, fire, drainage, and access (Local and Minor Collector roads). An inability to provide an adequate level of Critical services in conjunction with the proposed development will result in the denial of a development application.
 - 2) Essential facilities and services are defined as: Schools, Arterial (including State highways) and Major Collector roads including Transit streets, on-site transit improvements (such as bus shelters and turnouts, etc.), police protection, and pedestrian walkways. Failure to ensure the availability of an adequate level of all Essential services within five (5) years from occupancy may result in the denial of a development

application.

- ...
- 3) Desirable facility(ies) and service(s) are defined as: Public transportation service, pedestrian and bicycle paths, and parks. These are facilities and services which can be expected in a reasonable time frame (five year period) from the occupancy of a development. A development application may be conditioned to facilitate these services based upon specific findings;
- c. Rely upon the standards established by the appropriate special service district and adopted County Standards as the measurement of acceptability for the service provided by the service provider. The information obtained from the service provider shall be treated as a rebuttable presumption as to the ability to provide an adequate level of the facility or service. However, the evidence that can rebut it must be compelling evidence based upon objective data in order to controvert the determination of the service provider. Specific standards for implementation will be identified in the Community Development Code as well as acceptable methods for assuring availability of required public services and facilities;
 - d. Require that the cost of providing the required County urban services for a particular land use proposal shall be borne by the applicant or benefitted properties unless otherwise authorized by the Board of County Commissioners.
 - e. Apply the growth management standards to all new development actions except construction of a detached dwelling on a lot of record;
 - f. Establish clear and objective criteria for the issuance of all development permits. These criteria will consider:
 - 1) Consistency with the Comprehensive Plan and appropriate Community Plans,
 - 2) Adequacy of public facilities and services as required in the growth management strategy, and
 - 3) Consistency with development standards contained in the Community Development Code; and
 - g. Use and encourage other public service providers to use the following priority list to guide the investment of public monies in public facilities

and services:

- 1) Solve existing health, safety and welfare problems.
- 2) Facilitate infill development or new development which is contiguous to existing.
- 3) Promote commercial and industrial economic development opportunities.
- 4) Extend services to outlying, undeveloped areas designated for residential development in the Comprehensive Plan.

Summary Findings and Conclusions

A healthy, livable urban environment is achieved in part through the provision of public facilities and services prior to or concurrent with development in a level adequate to serve the expected demand.

Of the major urban facilities and services provided in Washington County -- including sewers, water lines, roads, fire and police protection, and schools, -- it is the County road system and police protection services which are most heavily impacted by the demands of the County's growth. Providers of other services have, in general, been able to keep pace with the rapid growth of recent years and still provide more than adequate service to existing customers.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;

- b. Continue to provide the following facilities and services as resources permit:

Public Health	County-wide
Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System	Unincorporated Areas Only
Management (franchising)	
Solid Waste Disposal	Unincorporated Areas
Outside UGB	
Cooperative Library System	County-wide
Records and Elections	County-wide

- c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

- d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,

- 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
 - 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
 - 8) Area or clientele to be served now and in the future,
 - 9) Consistency with Plan policies and strategies,
 - 10) Coordination of capital improvements programs, and
 - 11) Cost effectiveness of service provision;
- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

Summary Findings and Conclusions

Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under state law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility -- which will result in a better living

environment for county residents -- is the formal establishments [sic] of a strong coordination system between the County and all service providers.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible. Relevant implementing strategies for this policy include:

- b. Encourage adjustments in the U.S.A. boundary to enable the agency to eventually serve all unincorporated areas within the Urban Growth Boundary;
- c. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve an or does not plan to serve in the future. Prior to issuance of a development permit, in such cases, the property owners will be required to sign a waiver of remonstrance against formation of a Local Improvement District for sanitary sewers; and
- d. Require properties with on-site disposal facilities to connect to the sewer network once sewer service becomes available.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Implementation strategies

The County will:

- a. Work with all water providers, fire districts, and with the Watermaster and State Engineer's office, as appropriate, to ensure that:
 - (1) water service is available to new development at sufficient pressures for domestic consumption and fire suppression purposes;
 - (2) in areas identified by the State Engineer's office as "critical groundwater areas," the water demands of new development do not jeopardize supplies of groundwater to existing users;
 - (3) extension of water distribution facilities are coordinated with the provision of other public facilities such as sanitary sewers and drainage facilities;

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

Implementing Strategies

The County will:

- a. Require in the Community Development Code that:
 - (1)
 - (2) water service is available to new developments at sufficient pressures for both domestic consumption and fire protection purposes; and
 - (3) the appropriate fire district and the County Department of Public Safety have the opportunity to review and comment on all development proposals subject to the growth management standards.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

Policy 34 which appears under the subheading of "Open Space and Recreation Facilities Location," declares that the County will identify potential future park and recreation areas in the Community Plans. The County strategies for pursuing this policy will include attempting to get the developers of projects to dedicate park sites to the County or Tualatin Hills Park & Recreation District. The County in doing this say they will:

- c. Give priority to the preservation of lands with:
 - 1) significant natural features, urban forests, scenic views, natural hazards, or significant fish and wildlife habitats;
 - 2) the potential for linkage into open space corridors, especially for trail systems (hiking, jogging, bicycling, horseback riding);
 - 3) access to streams and rivers, particularly the Tualatin River;
 - 4) easy access by pedestrians, bicyclists, transit riders, and those with limited mobility and finances;
 - 5) close proximity to existing or planned higher density population areas; and
 - 6) value in defining the edges or boundaries of communities; and
- d. Consider future acquisition and development programs which take into account:
 - 1) areas of substantial need;
 - 2) how well a site meets the relative recreation needs of the service area;
 - 3) the suitability of environmental conditions;

- 4) fiscal feasibility;
- 5) threat of loss of a valuable resource; and
- 6) opportunity for cooperative projects.

Policy 35 with a subheading of "Agency Roles and Responsibilities In Meeting Recreation Needs" says:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH THPRD AND THE CITIES AND SCHOOL DISTRICTS IN COMPREHENSIVE PLANNING FOR OPEN SPACE AND RECREATION FACILITIES AND SERVICES FOR THE COUNTY.

Implementing Strategies

The County will:

- a. Encourage THPRD to expand its boundaries to be responsible for providing neighborhood and community scale recreations [sic] facilities and services is [sic] all urban unincorporated areas of the county, with the possible exception of the Metzger Local Improvement District and areas subject to annexation by cities with parks programs. Should the THPRD Board decide not to expand district boundaries to the limits just described, the County should attempt to form a special service district to provide recreation facilities and services in appropriate areas outside the THPRD;

The County Resource Document is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the Rural\Natural Resource Element. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural\ Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by

the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it should be noted that extensive notice inviting citizen involvement has been given. This includes affected local governments, surrounding property owners and CPO's # 7 & 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:
 - (1) Providing affected agencies with information on proposed land use actions for review and comment.
...
 - (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.
- b. Establish and maintain "Planning Area Agreements" with cities.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated as AF-5. This is Agriculture and Forest, 5 acre minimum lot size. Policies and implementing strategies relating to AF-5 are contained Policy 18.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the Community

Plans & Background Document. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the Community Development Code [zoning ordinance], the Transportation Plan and the Unified Capital Improvement Program. These have been reviewed and found not to contain any specific directly applicable standards or criteria for boundary changes.

9. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.
10. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.
11. This territory is not covered by the Hillsboro Comprehensive Plan. The territory is adjacent to the City boundary (on the west side of Cornelius Pass Rd.) and the City has indicated a willingness to annex the site and provide any necessary services.
12. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.
13. Most urban services are not currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.
14. This territory lies within Washington County R.F.P.D. # 2 which contracts with the City of Hillsboro for service in this general area. The site is also within the Tualatin Hills Park & Recreation District.

Hillsboro School District services this area and it is within the Portland Community

College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

15. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and through the processing of a locational adjustment for this property.

Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$.0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$.2676 for a total tax levy of \$.3642 per \$1,000 A.V.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The proposed annexation should be modified to include the right-of-way of Cornelius Pass Road which lies adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. In order to simplify and clarify the boundary along Cornelius Pass Road, the Board chooses to include the entire adjacent right-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans . . . " To the very limited extent that any directly applicable standards and criteria can be

identified, the Board finds its decision to approve this annexation is consistent with them.

There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to annexation to a District which does not provide any services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Hillsboro Argus newspaper; 4) notice by first class mail to every property owner within 250 feet and notice to the affected community planning organizations (CPO's # 7 & 8). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural\Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural\Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding No. 12 there are no ORS 195 agreements in place in this area. Therefore this criteria is inapplicable.
5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 15.
6. Metro Code 3.09.050 (e) (4) says: "If the proposed boundary change is for an annexation of territory to Metro, a determination by the Metro Council that the territory should be included in the Urban Growth Boundary shall be the primary criteria for approval.

As noted in Finding No. 2 the Metro Council (by resolution in October, 1998) did express their intent to bring this area into the Urban Growth Boundary.

The Board therefore finds that the criteria expressed above is met and that the decision to annex this property into Metro is appropriate.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-92

Approving the annexation of territory to Metro.

The Multnomah County Board of Commissioners Finds:

- (a) A request for annexation was received pursuant to procedures set forth in ORS 198 and Metro Code 3.09.
- (b) A staff report which addressed factors mandated in the Metro Code was presented to the Board 30 days prior to the hearing as required by the Metro Code.
- (c) A public hearing was held before the Board of County Commissioners on May 20, 1999 to determine whether the boundary change was appropriate as required by ORS 198 and whether it met the criteria laid out in the Metro Code.

The Multnomah County Board of Commissioners Orders:

- 1. On the basis of the Findings and Conclusions listed in Exhibit "A", Proposal No. MU-0499 is approved as modified.
- 2. The territory described in Exhibit "B" and depicted on the attached map, be annexed to Metro.
- 3. The staff is directed to file this document with the required parties.

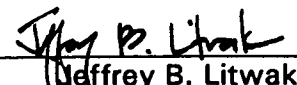
ADOPTED this 20th day of May, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

by 
Jeffrey B. Litwak
Assistant County Counsel

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory contains 16.5 acres, is vacant and is evaluated at \$8,650.
2. The applicant desires annexation in order to pursue inclusion in the regional Urban Growth Boundary and ultimately development of the property. This property has been tentatively included in the urban growth boundary. Metro approved a locational adjustment to the UGB in October, 1998. Because the territory is outside Metro's jurisdictional boundary such locational adjustments are done through a resolution expressing the Metro Council's intent to amend the UGB if and when the property is annexed to Metro.
3. The Metro boundary in Cornelius Pass Rd. runs along the centerline of the road. In order to simply and clarify the boundary it would make sense to modify the proposed annexation to take in the east half of the Cornelius Pass Road right-of-way. The tentative approval of the locational adjustment by Metro included the right-of-way.
4. The land is basically flat. The majority of the property is covered with a filbert orchard.
5. This territory is outside of Metro's jurisdictional boundary and outside the regional Urban Growth Boundary (UGB).

Metro was required by state law to designate areas outside its boundary which would be suitable for supplying a 10-30 year supply of developable land beyond the 20 year supply within the boundary. The area was included within an "urban reserve study area" in 1995 (by Metro Resolution 95-2244). Further study and action by the Metro Council in March of 1997 resulted in designation of this territory as an "urban reserve area" (URA). The URA's were identified by number and this property was a part of URA 64.

Additionally Metro was required to inventory buildable lands within the existing UGB and analyze the adequacy of the supply by January 1, 1998. If the supply was found wanting Metro was required to accommodate one half of the mandated 20 year supply inside the UGB within one year of completion of the analysis - in other words, by January 1, 1998. They were given two years to accommodate the entire 20 year buildable lands supply within the UGB (that is, by January 1, 1999).

Metro completed the required analysis, determined that they needed to expand the UGB and did so by bringing into the UGB (by ordinance or provisionally by resolution) certain lands in the identified Urban Reserve Areas. This action was taken in December, 1998. However, before Metro took this action the owners of

this particular piece of property applied for and received tentative approval of a locational adjustment of the regional Urban Growth Boundary. A locational adjustment is the method for making regular limited additions or deletions of 20 acres or less to the UGB.

6. The law which dictates that Metro adopt criteria for boundary changes specifically states that those criteria shall include " . . . compliance with adopted regional urban growth goals and objectives, functional plans . . . and the regional framework plan of the district [Metro]." In fact, while the first two mentioned items were adopted independently, they are actually now part of Metro's Regional Framework Plan. Another previously free standing construct which is now an element of the Framework Plan is the 2040 Growth Concept.

Title 11 of the Urban Growth Management Functional Plan speaks to the issue of addition of territory to the regional Urban Growth Boundary. Territory to be added to the UGB through the major amendments process or via the legislative amendment process must have a conceptual plan adopted by the city or county which will be responsible for the territory's urban land use planning. The plan must be approved by Metro. The "urban reserve plan" must provide for current or ultimate annexation of the territory to a city and any necessary service districts. It must also meet certain density, transportation and other thresholds. These requirements do not apply to the locational adjustments process.

7. The "Introduction" section of the Framework Plan contains the following statement with regard to "Relationship With Metro Citizens":

Notification

Metro shall develop programs for public notification, especially for (but not limited to) proposed legislative actions, that ensure a high level of awareness of potential consequences, as well as opportunities for involvement on the part of affected citizens, both inside and outside of its districts' boundaries. (p.7, Regional Framework Plan (RFP))

The Regional Framework Plan contains a lengthy section on the 2040 Growth Concept (pp. 11-23, RFP). This concept states that "[t]he preferred form of growth is to contain growth within a carefully managed Urban Growth Boundary" (p. 11, RFP). The 2040 Growth Concept includes a map which lays out the "central city-regional centers-town centers" ideas and other general constructs of the Concept. This section of the Framework Plan has been examined and found not to contain any directly applicable standards and criteria for boundary changes.

Chapter 1 of the Framework Plan contains Policies (Goals and Objectives) including one titled "Urban/Rural Transition" (p. 32, RFP). This policy states there should be a clear transition between urban and rural land. The policy then goes on to list some

factors to be considered when determining where the break should be between urban and rural lands. It also gives guidance for determining which areas should be included in "urban reserves."

The property under consideration in the current boundary change proposal is clearly in a transition mode. However, this policy speaks to the larger issues of deciding what areas should be included in urban reserves and ultimately the UGB. The policy does not give direction on the more specific notion of annexation into the Metro jurisdictional boundary which includes both rural and urban lands.

Chapter 1 also contains a policy on the Urban Growth Boundary (pp. 33-34). This policy, like the previous one, addresses issues of changing the UGB but does not speak to the changing of the District's jurisdictional boundary.

Policy 1.12 of Chapter 1 calls for protection of agricultural and resource lands outside the UGB. The goal goes on to say that:

Expansion of the UGB shall occur in urban reserves, established consistent with the urban rural transition objective. All urban reserves should be planned for future urbanization even if they contain resource lands.

Chapter 2 of the Regional Framework Plan covers Transportation. This chapter was reviewed and found not to contain specific directly applicable criteria for boundary changes.

Chapter 3 of the Regional Framework Plan deals with Parks, Open Spaces and Recreational Facilities. This chapter was reviewed and found not to contain specific applicable criteria for boundary changes.

Chapter 4, Water, is divided into two sections, one dealing with Water Supply and one with Watershed Management and Water Quality. Metro's interests here are on water conservation and the link between land use and water supply. The agency has not assumed any role in the functional aspects of treatment, supply, transmission or storage. In a global sense Metro's planning for the region seeks to assure that its growth concepts and projections are coordinated with regional infrastructure capacities and planning. Relative to watershed management and water quality, Metro's goals are broad-brush and this chapter acknowledges that application of real restrictions lies with the local governments. No specific applicable criteria for boundary changes are to be found in either section of Chapter 4.

Natural Hazards are covered in Chapter 5 of the Regional Framework Plan. This chapter has been reviewed and found not to contain specific applicable criteria for boundary changes.

Chapters 6 (Clark County), 7 (Management) and 8 (Implementation) also do not include any specific applicable criteria relative to boundary changes.

8. The Washington County Comprehensive Plan is composed of the following pieces:

- The Comprehensive Framework Plan For The Urban Area
- County Resource Document
- Rural Natural Resource Element
- Community Plans and Background Documents
- Community Development Code
- Transportation Plan
- Unified Capital Improvements Program

As stated at 3.1.6 & 7 of the Plan, Volume II:

The [Washington County] Comprehensive Plan is composed of the Comprehensive Framework Plan and site-specific Community Plans that are implemented by the Community Development Code and functional plans including Transportation and Capital Improvements. . . . The Comprehensive Framework Plan contains the broad policy directions that are the basis for the other Comprehensive Plan elements. . . . The Community Plans indicate the specific land uses and circulation systems which have been determined as necessary to meet community needs. . . . Implementation of the Comprehensive Framework Plan and Community Plans occurs when their provisions are incorporated into the preparation and review of land development proposals through application of the Community Development Code.

Each of these 7 elements has been searched for materials relative to annexations.

The territory to be annexed is currently outside the regional Urban Growth Boundary and therefore subject to Washington County's Rural and Natural Resources Plan. However, since Metro has provisionally decided it should be placed within the UGB where it would fall under the County's Comprehensive Framework Plan For The Urban Area, both plans were examined.

In the GENERAL element of the Plan the Intergovernmental Coordination Policy calls for the County to "effectively coordinate its planning and development efforts with . . . other local governments and special districts." 3.1.11, Intergovernmental Coordination Policy No. 3. The summary of that section notes that " . . . the specific responsibilities of cities and special service districts, must be coordinated to ensure that their various plans and programs reinforce and are consistent with the County's Comprehensive Plan." To the extent that boundary changes to cities and districts can be considered to be "plans and programs" it could be asserted that such boundary changes need to be consistent with the plan.

In the URBANIZATION element of the Plan under the subheading "reasons for Growth" (3.3.1), Policy 13 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO ESTABLISH A GROWTH MANAGEMENT SYSTEM FOR THE UNINCORPORATED AREAS WITHIN THE UGB WHICH PROMOTES:

- (1) EFFICIENT, ECONOMIC PROVISION OF PUBLIC FACILITIES AND SERVICES;
- (2) INFILL DEVELOPMENT IN ESTABLISHED AREAS WHILE PRESERVING EXISTING NEIGHBORHOOD CHARACTER;
- (3) DEVELOPMENT NEAR OR CONTIGUOUS TO EXISTING URBAN DEVELOPMENT WHERE SERVICES ARE AVAILABLE;
- (4) PARCELIZATION OF LAND SUCH THAT FUTURE DEVELOPMENT AT URBAN DENSITIES CAN TAKE PLACE;
- (5) DEVELOPMENT WHICH IS COMPATIBLE WITH EXISTING LAND USES;
- (6) AGRICULTURAL USE OF AGRICULTURAL LAND UNTIL SERVICES ARE AVAILABLE TO ALLOW DEVELOPMENT;
- (7) DEVELOPMENT IN CONCERT WITH ADOPTED COMMUNITY PLANS; AND
- (8) UTILIZATION OF THE EXISTING CAPITAL INFRASTRUCTURE.

Implementing Strategies

The County will:

- a. Permit growth to occur only in areas with adequate public services and facilities, as permitted under growth management strategies contained in the Comprehensive Plan. If development is permitted in areas with limited services, a minimum acreage of ten (10) acres should be imposed. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve. Prior to the issuance of a development permit, in such cases, the property owner will be required to sign a waiver of remonstrance against future formation of a Local Improvement District for sanitary sewers;

- b. Encourage infill development where such development will not adversely affect existing uses and where the capacity of existing public facilities and services will not be exceeded;
- c. Allow the continuation of existing farm and forestry uses within the urban unincorporated area;
- d. Assure that proposed land divisions are consistent with all current master facilities plans for roads, sanitary sewers, drainage, and water distribution facilities, as well as community and city plans. This will help assure that full development of the property can take place at planned urban densities; and

. . . .

Policy 14, under the subheading of Managing Growth, says:

IT IS THE POLICY OF WASHINGTON COUNTY TO MANAGE GROWTH ON UNINCORPORATED LANDS WITHIN THE UGB SUCH THAT PUBLIC FACILITIES AND SERVICES ARE AVAILABLE TO SUPPORT ORDERLY URBAN DEVELOPMENT.

Implementing Strategies

The County will:

. . . .

- b. Categorize urban facilities and services into three categories: Critical, Essential and Desirable.
 - 1) Critical facilities and services are defined as: Public Water, public sanitary sewers, fire, drainage, and access (Local and Minor Collector roads). An inability to provide an adequate level of Critical services in conjunction with the proposed development will result in the denial of a development application.
 - 2) Essential facilities and services are defined as: Schools, Arterial (including State highways) and Major Collector roads including Transit streets, on-site transit improvements (such as bus shelters and turnouts, etc.), police protection, and pedestrian walkways. Failure to ensure the availability of an adequate level of all Essential services within five (5) years from occupancy may result in the denial of a development

application.

...

3) Desirable facility(ies) and service(s) are defined as: Public transportation service, pedestrian and bicycle paths, and parks. These are facilities and services which can be expected in a reasonable time frame (five year period) from the occupancy of a development. A development application may be conditioned to facilitate these services based upon specific findings;

- c. Rely upon the standards established by the appropriate special service district and adopted County Standards as the measurement of acceptability for the service provided by the service provider. The information obtained from the service provider shall be treated as a rebuttable presumption as to the ability to provide an adequate level of the facility or service. However, the evidence that can rebut it must be compelling evidence based upon objective data in order to controvert the determination of the service provider. Specific standards for implementation will be identified in the Community Development Code as well as acceptable methods for assuring availability of required public services and facilities;
- d. Require that the cost of providing the required County urban services for a particular land use proposal shall be borne by the applicant or benefitted properties unless otherwise authorized by the Board of County Commissioners.
- e. Apply the growth management standards to all new development actions except construction of a detached dwelling on a lot of record;
- f. Establish clear and objective criteria for the issuance of all development permits. These criteria will consider:
 - 1) Consistency with the Comprehensive Plan and appropriate Community Plans,
 - 2) Adequacy of public facilities and services as required in the growth management strategy, and
 - 3) Consistency with development standards contained in the Community Development Code; and
- g. Use and encourage other public service providers to use the following priority list to guide the investment of public monies in public facilities

and services:

- 1) Solve existing health, safety and welfare problems.
- 2) Facilitate infill development or new development which is contiguous to existing.
- 3) Promote commercial and industrial economic development opportunities.
- 4) Extend services to outlying, undeveloped areas designated for residential development in the Comprehensive Plan.

Summary Findings and Conclusions

A healthy, livable urban environment is achieved in part through the provision of public facilities and services prior to or concurrent with development in a level adequate to serve the expected demand.

Of the major urban facilities and services provided in Washington County -- including sewers, water lines, roads, fire and police protection, and schools, -- it is the County road system and police protection services which are most heavily impacted by the demands of the County's growth. Providers of other services have, in general, been able to keep pace with the rapid growth of recent years and still provide more than adequate service to existing customers.

Policy 15 of the URBANIZATION element, under the subheading "Roles and Responsibilities for Servicing Growth," states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH SERVICE PROVIDERS, INCLUDING CITIES AND SPECIAL DISTRICTS, AND THE PORTLAND METROPOLITAN AREA BOUNDARY COMMISSION, TO INSURE THAT FACILITIES AND SERVICES REQUIRED FOR GROWTH WILL BE PROVIDED WHEN NEEDED BY THE AGENCY OR AGENCIES BEST ABLE TO DO SO IN A COST EFFECTIVE AND EFFICIENT MANNER.

Implementing Strategies

The County will:

- a. Prepare a public facilities plan in accordance with OAR Chapter 660, Division 11, Public Facilities Planning;

- b. Continue to provide the following facilities and services as resources permit:

Public Health	County-wide
Sheriff Patrol	County-wide (limited)
Assessment and Taxation	County-wide
Land Development Regulations	Unincorporated Areas Only
Solid Waste Collection System	Unincorporated Areas Only
Management (franchising)	
Solid Waste Disposal	Unincorporated Areas
Outside UGB	
Cooperative Library System	County-wide
Records and Elections	County-wide

- c. Establish a coordination system with all cities, special districts and private companies that now or will provide services in the present unincorporated area. This coordination system will be designed to ensure that the following types of services and facilities will be provided when needed to existing and future County residents and businesses in accord with the Comprehensive Plan:

- 1) Sanitary sewage collection and treatment,
- 2) Drainage management,
- 3) Fire protection,
- 4) Water distribution and storage,
- 5) Schools,
- 6) Libraries,
- 7) Utilities (electricity, telephone and cable communications, natural gas, etc.),
- 8) Solid waste disposal,
- 9) Roads and transportation facilities,
- 10) Parks and recreation facilities,
- 11) Police, and
- 12) Transit;

- d. If appropriate in the future, enter into agreements with service providers which address one or more of the following:

- 1) Process for review of development proposals,
- 2) Process for review of proposed service extension or facility expansion,
- 3) Service district or city annexation,
- 4) Planning of service extensions, new facilities, or facility expansions,
- 5) Procedures for amending the agreement,

- 6) Methods to be used to finance service and or facility improvements, operation and maintenance,
 - 7) Standards to be used by the County and the service provider in assessing "adequate" service levels,
 - 8) Area or clientele to be served now and in the future,
 - 9) Consistency with Plan policies and strategies,
 - 10) Coordination of capital improvements programs, and
 - 11) Cost effectiveness of service provision;
- e. Not oppose proposed annexations which are in accord with an Urban Planning Area Agreement (UPAA);
- f. Work with Citizen Participation Organizations to identify and describe specific concerns related to possible future annexations of land to cities which abut Community Planning Areas. These concerns shall be considered by the County during renegotiation of Urban Planning Area Agreements;
- g. Support incorporation of new communities provided that incorporation will result in the provision of services in the most efficient and cost effective manner and is not in violation of an already existing Urban Planning Area Agreement between the County and an affected city; and
- h. Cooperate in the development, adoption, and implementation of a master plan for library services and facilities based on a survey of County library needs; and, develop a financial plan for operating library services in the County, with emphasis on the establishment of a multiple funding base, with the involvement of the Washington County Cooperative Library System Citizen Advisory Board, cities, community libraries, school districts, the Tualatin Hills Park and Recreation District, and citizens.

Summary Findings and Conclusions

Public facilities and services necessary for growth in Washington County historically have been provided by a variety of unrelated special districts, local governments, and other agencies. Cooperation and coordination between service providers in developing plans and programming capital facilities has been limited.

The County has the responsibility under state law to coordinate the timely provision of public facilities and services within the County. Due to the fact that the County itself does not provide a full range of urban services, the best means of fulfilling this responsibility -- which will result in a better living

environment for county residents -- is the formal establishments [sic] of a strong coordination system between the County and all service providers.

The County has the additional responsibility to its citizens of ensuring that the services needed to allow growth will be provided by the agency or agencies best able to do so in a coordinated, efficient and cost effective manner. Therefore, County review of and recommendations on annexation or incorporation proposals involving cities and special service districts is imperative.

The PUBLIC FACILITIES AND SERVICES element of the Washington County Comprehensive Framework Plan contains several policies which potentially relate to boundary changes.

Under the subheading "Sanitary Sewage Collection and Treatment" Policy 25 calls for all areas within the UGB to be served with sanitary sewer service as provided in the Regional Wastewater Treatment Management Plan, wherever feasible. Relevant implementing strategies for this policy include:

- b. Encourage adjustments in the U.S.A. boundary to enable the agency to eventually serve all unincorporated areas within the Urban Growth Boundary;
- c. Allow subsurface sewage disposal systems within the UGB where approved by the County on legally created lots of record, where USA does not now serve an or does not plan to serve in the future. Prior to issuance of a development permit, in such cases, the property owners will be required to sign a waiver of remonstrance against formation of a Local Improvement District for sanitary sewers; and
- d. Require properties with on-site disposal facilities to connect to the sewer network once sewer service becomes available.

Policy 26 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT ALL RESIDENCES AND BUSINESS BE SERVED WITH AN ADEQUATE SUPPLY OF POTABLE WATER FOR CONSUMPTION AND FIRE SUPPRESSION PURPOSES.

Implementation strategies

The County will:

- a. Work with all water providers, fire districts, and with the Watermaster and State Engineer's office, as appropriate, to ensure that:
- (1) water service is available to new development at sufficient pressures for domestic consumption and fire suppression purposes;
 - (2) in areas identified by the State Engineer's office as "critical groundwater areas," the water demands of new development do not jeopardize supplies of groundwater to existing users;
 - (3) extension of water distribution facilities are coordinated with the provision of other public facilities such as sanitary sewers and drainage facilities;

Policy 27 covers drainage by saying that drainage should be managed through a system of coordinated activities of the county and other local government agencies. This approach has been refined through creation a surface water element of the Unified Sewerage Agency.

Policy 31 states:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK CLOSELY WITH APPROPRIATE SERVICE PROVIDERS TO ASSURE THAT ALL AREAS OF THE COUNTY CONTINUE TO BE SERVED WITH AN ADEQUATE LEVEL OF POLICE AND FIRE PROTECTION.

Implementing Strategies

The County will:

- a. Require in the Community Development Code that:
- (1) . . .
 - (2) water service is available to new developments at sufficient pressures for both domestic consumption and fire protection purposes; and
 - (3) the appropriate fire district and the County Department of Public Safety have the opportunity to review and comment on all development proposals subject to the growth management standards.

The RECREATION element of the Comprehensive Framework Plan contains several subheadings and various policies. Under the subheading "Quantity and Quality of Recreation Facilities and Services," Policy 33 states:

IT IS THE POLICY OF WASHINGTON COUNTY THAT RESIDENTS OF ITS UNINCORPORATED AREAS ARE PROVIDED WITH ADEQUATE OPEN SPACE AND PARK FACILITIES AND SERVICES.

Policy 34 which appears under the subheading of "Open Space and Recreation Facilities Location," declares that the County will identify potential future park and recreation areas in the Community Plans. The County strategies for pursuing this policy will include attempting to get the developers of projects to dedicate park sites to the County or Tualatin Hills Park & Recreation District. The County in doing this say they will:

- c. Give priority to the preservation of lands with:
 - 1) significant natural features, urban forests, scenic views, natural hazards, or significant fish and wildlife habitats;
 - 2) the potential for linkage into open space corridors, especially for trail systems (hiking, jogging, bicycling, horseback riding);
 - 3) access to streams and rivers, particularly the Tualatin River;
 - 4) easy access by pedestrians, bicyclists, transit riders, and those with limited mobility and finances;
 - 5) close proximity to existing or planned higher density population areas; and
 - 6) value in defining the edges or boundaries of communities; and
- d. Consider future acquisition and development programs which take into account:
 - 1) areas of substantial need;
 - 2) how well a site meets the relative recreation needs of the service area;
 - 3) the suitability of environmental conditions;

- 4) fiscal feasibility;
- 5) threat of loss of a valuable resource; and
- 6) opportunity for cooperative projects.

Policy 35 with a subheading of "Agency Roles and Responsibilities In Meeting Recreation Needs" says:

IT IS THE POLICY OF WASHINGTON COUNTY TO WORK WITH THPRD AND THE CITIES AND SCHOOL DISTRICTS IN COMPREHENSIVE PLANNING FOR OPEN SPACE AND RECREATION FACILITIES AND SERVICES FOR THE COUNTY.

Implementing Strategies

The County will:

- a. Encourage THPRD to expand its boundaries to be responsible for providing neighborhood and community scale recreations [sic] facilities and services is [sic] all urban unincorporated areas of the county, with the possible exception of the Metzger Local Improvement District and areas subject to annexation by cities with parks programs. Should the THPRD Board decide not to expand district boundaries to the limits just described, the County should attempt to form a special service district to provide recreation facilities and services in appropriate areas outside the THPRD;

The County Resource Document is the second component of the Washington County Comprehensive Plan. The Resource Document contains information on the County's natural and cultural resources. This is the basic inventory of information on which all comprehensive plans depend. Nothing in this document relates specifically to annexation.

The third component of the Plan is the Rural\Natural Resource Element. "The Rural\Natural Resources element of the Washington County Comprehensive Plan provides the framework for guiding future land use decisions in Washington County in areas outside the established urban growth boundaries." (Side 1, Rural Natural Resources Element)

The Rural\Natural Resources Plan is broken down into "policies" which contain "implementing strategies." Policy 1 describes the planning process including amendment procedures. Of interest in the implementing strategies section of this policy is the statement that the County will "Comply with procedures established by

the Metropolitan Service District [Metro] for requesting amendments to the regional Urban Growth Boundary." (Section j. of Policy 1)

Policy 2 states the County's commitment to citizen involvement in all facets of the planning process. While this annexation may be considered to be at best tangentially related to the County planning process, it should be noted that extensive notice inviting citizen involvement has been given. This includes affected local governments, surrounding property owners and CPO's # 7 & 8.

Plan Policy 3, Intergovernmental Coordination, calls on the County to:

- a. "Coordinate planning activities with appropriate federal, state, regional and local government units, and with affected special districts by:
 - (1) Providing affected agencies with information on proposed land use actions for review and comment.
...
 - (3) Notifying affected agencies of time limits for responses to proposed land use actions, and consider that no response within the given time means concurrence with the proposal.
- b. Establish and maintain "Planning Area Agreements" with cities.

Policy 14 establishes nine plan designations for the rural\natural resource area. This territory is designated as AF-5. This is Agriculture and Forest, 5 acre minimum lot size. Policies and implementing strategies relating to AF-5 are contained Policy 18.

Policy 22, the Public Facilities and Services policy, says public facilities in rural\natural resource areas should be limited to what is necessary for maintaining rural type development.

The last policy in the Rural\natural Resource Plan is Policy 27, Urbanization. This policy says Washington County intends to provide for urban uses within urban growth boundaries. It says:

The County will:

...

- b. Cooperate with the Metropolitan Service District [Metro] in the establishment and maintenance of the Regional Urban Growth Boundary

The fourth element of Washington County Comprehensive Plan is the Community

Plans & Background Document. The area being proposed for annexation to Metro is not covered by a Washington County community plan.

The last three elements of the County Comprehensive Plan are the Community Development Code [zoning ordinance], the Transportation Plan and the Unified Capital Improvement Program. These have been reviewed and found not to contain any specific directly applicable standards or criteria for boundary changes.

9. In its County 2000 program Washington County has adopted a policy favoring a service delivery system which distinguishes between municipal and county-wide services. The reason for the policy is to achieve tax fairness and expenditure equity in the provision of public services. The County policy favors municipal services being provided by cities or special districts.
10. Since this territory has been outside the regional Urban Growth Boundary it is not within a dual interest area covered by a City/County urban growth management agreement.
11. This territory is not covered by the Hillsboro Comprehensive Plan. The territory is adjacent to the City boundary (on the west side of Cornelius Pass Rd.) and the City has indicated a willingness to annex the site and provide any necessary services.
12. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The statute was enacted in 1993 but there are no urban service agreements in place in Washington, Multnomah or Clackamas counties to date.
13. Most urban services are not currently available to this site. The territory is not yet within the regional urban growth boundary. Annexation to Metro will not alter this situation. Only after the territory is within the Metro jurisdictional boundary can it be included within the UGB. Annexation to Metro would not make urban services available because the services which Metro offers are not what would generally be described as *urban services*. After annexation to Metro and after successful inclusion of the property within the UGB, the availability of urban services will be addressed through annexation to a city and/or special districts capable of providing those services.
14. This territory lies within Washington County R.F.P.D. # 2 which contracts with the City of Hillsboro for service in this general area. The site is also within the Tualatin Hills Park & Recreation District.

Hillsboro School District services this area and it is within the Portland Community

College District. The jurisdictional boundaries of Tri-Met and the Portland of Portland also cover the territory.

All other services are provided generally at a rural level by Washington County. This includes police protection, transportation, tax collection, etc.

15. Metro provides a number of services on the regional level. Primary among these is regional land use planning and maintenance of the regional Urban Growth Boundary. Metro has provided this service to this site through the process of identifying urban reserve areas and through the processing of a locational adjustment for this property.

Metro provides some direct park service at what are basically regional park facilities and has an extensive green spaces acquisition program funded by the region's voters. Metro is responsible for solid waste disposal including the regional transfer stations and contracting for the ultimate disposal at Arlington. The District runs the Oregon Zoo and other regional facilities such as the Convention Center and the Performing Arts Center. These are all basically regional services provided for the benefit of and paid for by the residents within the region. These facilities are funded through service charges, excise taxes and other revenues including a small tax base for operating expenses at the Zoo and tax levies for bonded debt. For the 1998-99 fiscal year the Zoo operating levy was \$.0966 per \$1,000 assessed value (A.V.) and the bonded debt levies were a combined \$.2676 for a total tax levy of \$.3642 per \$1,000 A.V.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The proposed annexation should be modified to include the right-of-way of Cornelius Pass Road which lies adjacent to the territory to be annexed. The Board notes that ORS 198.805 obligates them to consider whether the boundary of the proposal should be modified. In order to simplify and clarify the boundary along Cornelius Pass Road, the Board chooses to include the entire adjacent right-of-way at this time.
2. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in . . . regional framework and functional plans" To the very limited extent that any directly applicable standards and criteria can be

identified, the Board finds its decision to approve this annexation is consistent with them.

There are no directly applicable criteria in Metro's only adopted functional plan, the Urban Growth Management Functional Plan. This Plan requires that cities and counties amend their plans to include minimum density standards, etc. but these mandates do not relate to annexation to a District which does not provide any services that directly facilitate development. The Functional Plan also lays out requirements for additions to the regional Urban Growth Boundary but these requirements do not affect annexations to the district. Metro includes both urban and non-urban lands and changes to its boundary may or may not result in subsequent changes in the urban growth boundary.

The introduction section of the Regional Framework Plan calls for Metro to encourage a high level of public awareness of its actions. The Board notes that a public hearing was held on this matter and that extensive notice of that hearing was given including: 1) posting of notices in the vicinity of the annexation 45 days prior to the hearing; 2) mailed notice to necessary parties 45 days prior; 3) two published notices in the Hillsboro Argus newspaper; 4) notice by first class mail to every property owner within 250 feet and notice to the affected community planning organizations (CPO's # 7 & 8). The Board concludes this hearing and notice is consistent with this section of the Regional Framework Plan.

3. The Metro Code at 3.09.050 (e) (2) calls for consistency between the Board decision and any "specific directly applicable standards or criteria for boundary changes contained in comprehensive plans, public facilities plans . . ." The Board has reviewed the applicable comprehensive plan which is the Washington County Comprehensive Plan and finds approval of this annexation to be consistent with the very few directly applicable standards and criteria in that plan.

Policy 1 of the Rural\Natural Resources Element of the County Comprehensive Plan notes that the County will comply with the procedures established by Metro for changing the UGB. To the extent that the County did participate in the process of [provisionally] changing the UGB in this area the Board finds its decision consistent with this portion of the Plan.

Policy 2 of the Rural\Natural Resources Element states the County's commitment to citizen involvement. Given the public hearing and notice process described in No. 2 above, the Board finds consistency between its decision and this portion of the Plan.

Policy 22 of this element of the Plan says that the County will cooperate with Metro in establishment and maintenance of the UGB. To the extent that Washington County was involved in the recent [provisional] UGB change in this area, this section of the Plan and the Board's decision are consistent.

This area is not covered by any city-county urban planning area agreements. Therefore no consistency between this decision and those agreements is required.

4. The Metro Code also requires that these conclusions address consistency between this decision and any urban service agreements under ORS 195. As noted in Finding No. 12 there are no ORS 195 agreements in place in this area. Therefore this criteria is inapplicable.
5. Metro Code 3.09.050 (e) (3) states that another criteria to be addressed is that "The affected entity [Metro] can assure that urban services are now or can be made available to serve the affected territory, by its own forces or by contract with others." The Board finds that mostly this criteria also is inapplicable since Metro is not a provider of urban services. However, the Board does believe that the principal behind this criteria, adequacy of services, should be addressed. For the services which the affected district, Metro, does deliver, the Board finds they are adequate to serve this area. Those services and the financing thereof are covered in more detail in Finding No. 15.
6. Metro Code 3.09.050 (e) (4) says: "If the proposed boundary change is for an annexation of territory to Metro, a determination by the Metro Council that the territory should be included in the Urban Growth Boundary shall be the primary criteria for approval.

As noted in Finding No. 2 the Metro Council (by resolution in October, 1998) did express their intent to bring this area into the Urban Growth Boundary.

The Board therefore finds that the criteria expressed above is met and that the decision to annex this property into Metro is appropriate.

EXHIBIT B

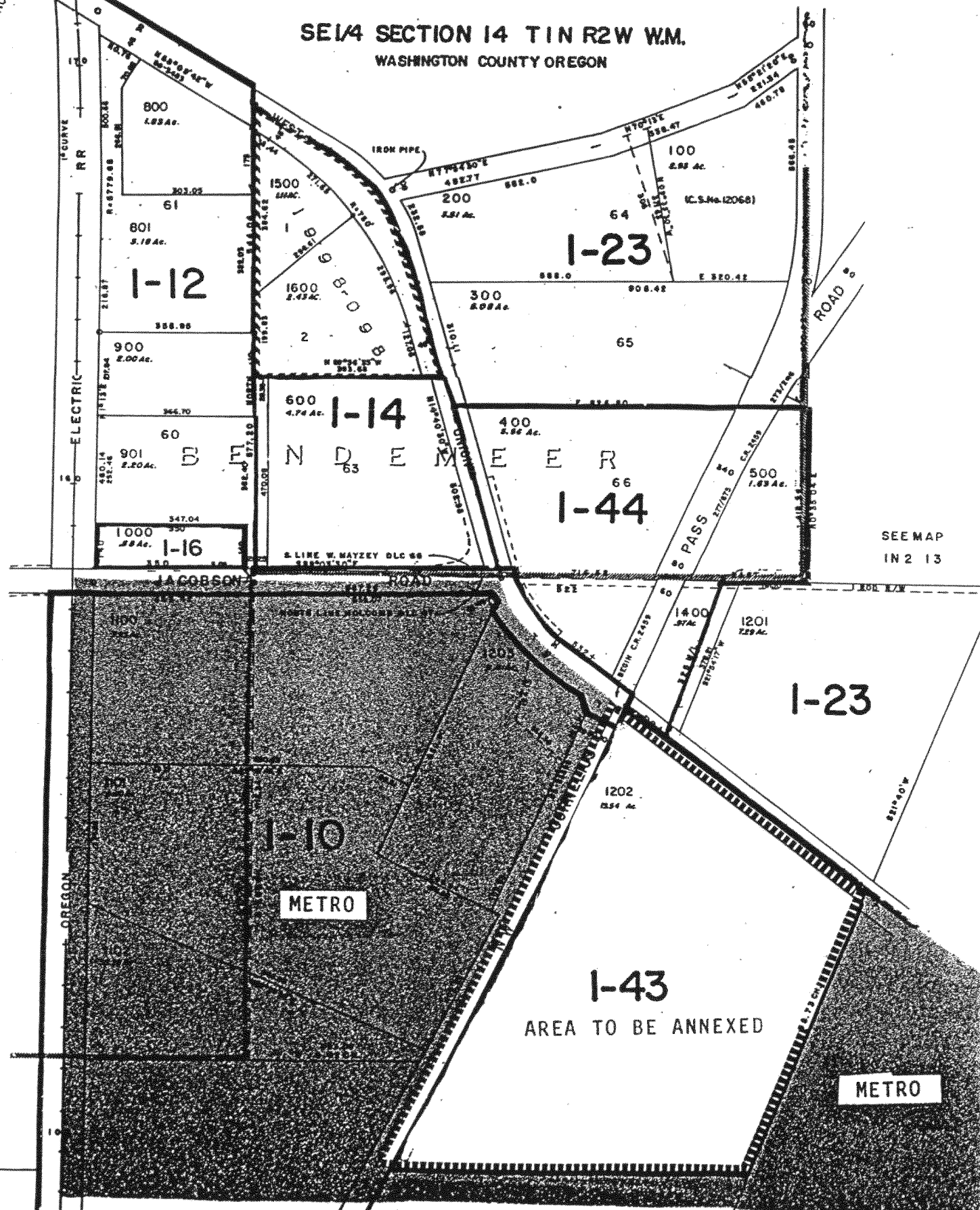
Proposal No. MU-0499

A parcel of land located in the Southeast quarter of Section 14, Township 1 North, Range 2 West of the Willamette Meridian, Washington County, Oregon being more particularly described as:

Commencing at a point on the north line of the Stephen A. Holcomb DLC #67 in Township 1 North, Range 2 West of the Willamette Meridian 2.57 chains West of the Northwest corner of the East half of said DLC; thence S 21 40' W, 799 feet to the Center line of West Union Road (C.R. 1175), and the true point of beginning; thence continuing S 21 40' W, 740 feet more or less; thence S 87 59' W, 860 feet more or less to the Center line of NW Cornelius Pass Road (C.R. 1172); thence along the Center line N 25 05' E, 1250 feet more or less to the Center line of West Union Road (C.R. 1175); thence Southeasterly along the center of West Union Road 760 feet more or less to the point of beginning.

EX-100
FBI
JAN 3 1968

E MAP
214



PROPOSAL NO. MU-0499
METRO
Figure 2



METRO

BOARD OF
COUNTY COMMISSIONERS

99 AUG -4 AM 11:32

MULTNOMAH COUNTY
OREGON

August 2, 1999

Deborah Bogstad
Multnomah Co. Commissioners
Portland Bldg, Room 1515
Portland, OR 97204

Dear Ms. Bogstad:

On June 17, 1999, the Metro Council adopted an ordinance removing four properties comprising approximately 48 acres from the regional Urban Growth Boundary in Washington County.

Ballot Measure 56 and ORS Chapter 268 require Metro to provide the following notice regarding the adoption of Ordinance 99-809:

"On June 17, 1999, Metro adopted Ordinance 99-809. Metro has determined that this ordinance will affect the permissible uses of the property in your jurisdiction and may reduce the value of subject property.

Ordinance 99-809 is available for inspection at the Metro offices located at 600 NE Grand Avenue, Portland, OR 97232-2736. A copy of Ordinance 99-809 is also available at a cost of \$6.30."

Notwithstanding the statements made in the required notice above, Ordinance 99-809 only affects property located in Washington County. Under Ballot Measure 56, cities and counties other than Washington County have no further obligations with regard to this notice.

For additional information, contact Metro at 797-1700.

Sincerely,

Chris Billington
Clerk of the Council

MEETING DATE: MAY 20 1999
AGENDA NO: R-18
ESTIMATED START TIME: 11:09

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the Port of Portland for Reimbursement of Construction Costs on the Rivergate Jail Site

BOARD BRIEFING: **DATE REQUESTED:** _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: **DATE REQUESTED:** May 20, 1999
AMOUNT OF TIME NEEDED: 10 mins

DEPARTMENT: DES **DIVISION:** Facilities & Property Mgt.

CONTACT: Bob Oberst **TELEPHONE #:** 248-3851
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst/John Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement With the Port of Portland
For the Reimbursement of Construction Costs
on the Rivergate Jail Site

5/20/99 originals to Bob Oberst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners

From: Facilities & Property Management, Department of Environmental Services

Date: May 13, 1999

Re: Intergovernmental Agreement for Reimbursement of Construction Costs on Rivergate Jail Site

1. Recommendation/Action Requested: Approval of Intergovernmental Agreement
2. Background/Analysis: Multnomah County is purchasing a site for a Jail and Alcohol and Drug Treatment Facility. This agreement is part of the package of agreements approved by the Board in relation this transaction. This agreement requires the County to construct infrastructure to serve the County site and adjacent property owned by the Port. The Port will reimburse the County for part of the cost of the improvements when they are completed with the balance of the cost to be reimbursed over time as the Port sells or leases part or all of the parcel it is retaining. These latter reimbursements will be escalated in accordance with the Consumer Price Index. This agreement also requires a \$1,000,000 contribution toward the widening of Marine Drive in the area of the Jail Site.
3. Financial Impact: This agreement provides for reimbursement of up to \$4,000,000 of infrastructure costs that will be paid by the County to construct infrastructure improvements necessary for access to the Jail site.
4. Legal Issues: None expected.
5. Controversial Issues: None.
6. Link to Current County Policies: This agreement is part of the agreement with the Port of Portland to purchase the Rivergate Jail Site. This purchase will advance the County's long range goal of public safety through reduction of violent crime, increasing the success of diversion programs and reducing recidivism.
7. Citizen Participation: The public facility siting process involved publications and flyers informing the public and inviting participation; public informational meetings for general public input as to factors considered important in the siting of the facilities and public input as to sites locations. All public input was considered in arriving at a conclusion as to the available site best suited to the project.
8. Other Government Participation: This agreement is with the Port of Portland.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 9910871

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-18 DATE 5/20/99 DEB BOGSTAD BOARD CLERK </div>

Department: Environmental Services

Division: Facilities Management

Date: May 13, 1999

Originator: Bob Oberst

Phone: 83851

Bldg/Rm: 421/3rd

Contact: Diane Seaton

Phone: 83322

Bldg/Rm: 421/3rd

Description of Contract:

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR

#/DATE: _____ DATE: _____ #:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Port of Portland</u> Address <u>PO Box 3529</u> <u>Portland, OR 97208-3529</u> Phone _____ Employer ID# or SS# _____ Effective Date <u>May 13, 1999</u> Termination Date <u>20 years from Completion of Construction</u> Original Contract Amount \$ <u>Not to Exceed \$4,000,000</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES:

Department Manager _____

DATE _____

Purchasing Manager _____

DATE _____

(Class II Contracts Only)

County Counsel _____

DATE 5/20/99

County Chair _____

DATE May 20, 1999

Sheriff _____

DATE _____

Contract Administration _____

DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

INTERGOVERNMENTAL AGREEMENT

Between
THE PORT OF PORTLAND
And
MULTNOMAH COUNTY

REIMBURSEMENT OF INFRASTRUCTURE
CONSTRUCTION COSTS TO SERVE RIVERGATE
CORRECTIONS FACILITY SITE

THIS AGREEMENT between MULTNOMAH COUNTY, an Oregon municipal corporation ("COUNTY"), and the PORT OF PORTLAND ("PORT"), a Port District of the State of Oregon, is entered into as of the date approved by the Port's Commission, the "Effective Date."

RECITALS

A. County has entered into a Sale Agreement and Receipt for Earnest Money with the Port for the purchase of approximately 26.72 acres of land in the Rivergate Industrial District, Portland, Oregon, for the construction and operation of a corrections facility.

B. As a condition of the County's construction of its corrections facility, the City of Portland shall require the construction of certain public improvements, including, but not limited to, the construction of a street system in North Rivergate, including portions of North Pacific Gateway Blvd., Leadbetter Extension, and North-South Road and related utilities, lighting, storm drainage and water systems.

C. These public improvements will benefit property other than the County's.

D. County wishes to be reimbursed, and the Port wishes to make such reimbursement, for costs incurred in constructing improvements to the County's corrections facility site and for the cost of such construction which benefits other properties.

AGREEMENT

NOW, THEREFORE, THE COUNTY AND THE PORT AGREE:

1. COUNTY CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

County shall construct, at County's expense, improvements necessary to serve the Port's proposed Bybee Lake Industrial Park Subdivision and the County's corrections facility as conceptually shown on Exhibit A all in accordance with City of Portland land use and development ordinances, regulations and standards and the Port of Portland 1989 Rivergate Development Standards. These improvements include, but are not limited to, the construction of a street system in North Rivergate, including portions of North Pacific

Gateway Blvd., Leadbetter Extension, and North-South Road and all necessary storm drainage, water systems, sanitary sewer utilities, and street lighting. These improvements will provide access and services to approximately 96 acres of industrial land, including the corrections facility site of approximately 26.72 acres and about 69.28 acres which will remain in Port ownership. The acreages provided in the preceding sentence are estimates and subject to final survey. If the actual acreage as a result of survey is different, the surveyed acreages will be substituted in all calculations using such acreages in this Agreement. The estimated cost of such improvements is \$3,950,000 as identified on the Port's budget estimate dated 5/11/99, attached hereto as Exhibit B.

2. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE
SERVICING CORRECTIONS FACILITY SITE

The Port will reimburse the County for its costs to construct the infrastructure improvements an amount calculated as follows: the proportion of the corrections facility site acreage, 26.72 acres, to the total acreage served by the improvements, 96 acres, multiplied by the actual cost of the improvements, not to exceed \$4,000,000. As the corrections facility site is 26.72 acres, and the total area served is 96 acres, this proportion is 26.72/96 or 27.83% resulting in a maximum reimbursement to the County under this section of \$1,113,200. This reimbursement amount will be paid within 60 days of written notice of Completion of the Infrastructure Improvements provided for herein, free of any liens or other claims. For purposes of this agreement "Completion of the Infrastructure Improvements" shall be deemed to have occurred upon issuance by the City of Portland of a Certificate of Completion. The amount reimbursed pursuant to this Section 2 is subject to the provisions of Section 4, below.

3. PORT REIMBURSEMENT OF COUNTY'S COST OF INFRASTRUCTURE
SERVICING OTHER PROPERTY

3.1 Infrastructure

The Port will reimburse the County for the remainder of the actual construction cost of the infrastructure improvements by the CPI Adjustment as set forth in Section 3.3 below, over time and from time to time as the Port enters into transactions for lease, sale or other agreement with a third party, ("Third Party Transaction") for use of all or part of the remaining 69.28 acres. The reimbursement shall be calculated based on the following formula:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)}}{\text{Total Acres (approximately 96 acres)}} \times \text{Acres subject to Third Party Transaction}$$

By way of example, subject to adjustments under Section 3.3, if the actual cost of the infrastructure improvements identified on Exhibit B is \$3.95 million and the total acres in being served by the improvements (including the site the County is purchasing and the property the Port is retaining) is 96 acres, and if the Port enters into a Third Party Transaction for 10 acres, then the Port will pay the county \$41,145.83 per acre for each acre subject to the transaction or \$411,458.33.

Payments under this paragraph shall be made within 60 days of closing if the Third Party Transaction is a sale of property, within 60 days of the commencement date if the Third Party Transaction is a lease and within 60 days of the effective date if the Third Party Transaction is any other form of agreement. These dates shall collectively be referred to as the "Third Party Transaction Date." The obligations of the Port under this paragraph are subject to the limitations set forth in paragraph 3.2 below.

3.2 Percentage Reimbursement to County Reduced Ten Years After Completion of the Infrastructure Improvements

For Third Party Transactions occurring within the first ten (10) years of the Completion of the Infrastructure Improvements, the Port will pay 100% of the per-acre cost reimbursement set forth in Section 3.1. For Third Party Transactions occurring after the first ten years, the Port's per-acre reimbursement amount will, after adjustment pursuant to Section 3.3, be decreased by 10% of the original reimbursement amount annually, until the reimbursement amount is zero at twenty years after Completion of the Infrastructure Improvements. For example, subject to adjustments under Section 3.3, if the actual cost of infrastructure improvements is \$3.95 million, for transactions occurring in the eleventh year after closing the per acre reimbursement will be reduced by \$4,114.58, in the twelfth year by \$8,229.16, etc.

3.3 CPI Adjustment

Each reimbursement under Section 3.1 above shall be escalated based on the cumulative increase in the CPI-U, as defined below, between the date of the Completion of the Infrastructure Improvements and the most recent anniversary of the Completion of the Infrastructure Improvements. By way of example, if the CPI-U on the fourth anniversary date of the Completion of Infrastructure Improvements has increased by 9% over the CPI-U on the date of Completion of the Infrastructure Improvements, then for any Third Party Transaction occurring between the fourth and the fifth anniversaries of the Completion of Infrastructure Improvements the reimbursement amount calculated under Section 3.1 will be multiplied by 1.09:

$$\frac{\text{Total Infrastructure cost (up to \$4,000,000)}}{\text{Total Acres (approximately 96 acres)}} \times \text{Acres subject to Third Party Transaction} \times (1.09)$$

In the event that the change in the CPI-U for the relevant period decreases, the reimbursement amount shall not be adjusted.

"CPI-U" shall mean the Consumer Price Index-Seasonally Adjusted U.S. City Average for all Items for All Urban Consumers (1982-84=100), as published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor.

In the event the CPI-U is discontinued, the "Consumer Price Index - Seasonally Adjusted U.S. City Average for all Items for Urban Wage Earners and Clerical Workers (1982-84=100)" published in the Monthly Labor Review By the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation. In the event the Bureau of Labor Statistics no longer maintains such

statistics on the purchasing power of the U.S. consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority selected by the Port shall be used for making the computation.

If the CPI-U base year 1982-84 (or other base year for a substituted index) is changed, the denominator figure used in making the computation in this paragraph shall accordingly be changed so that all increases in the CPI-U from the base year are taken into account notwithstanding any such change in such CPI-U base year.

4. COST SHARING IF IMPROVEMENTS EXCEED \$4 MILLION DUE TO CITY IMPOSED REQUIREMENTS

Notwithstanding the provisions of Section 2 herein, should the cost of construction of the infrastructure improvements exceed \$4,000,000 due to design, construction or any other requirements imposed by the City of Portland, the County and the Port shall allocate such additional costs as follows: If the increased cost is due to improvements required by the City of Portland in excess of those described in Exhibit B as a result of County's use of its parcel, then the County will pay such increased cost; if the increased cost is due to additional improvements being required as a result of actual or potential uses on the Port's adjacent 69.28 acres or on other property owned by the Port, Port will pay the increased cost when it is incurred. Any dispute concerning cost sharing under this agreement shall be resolved through the dispute resolution provisions in Section 6, herein.

5. COUNTY CONTRIBUTION FOR MARINE DRIVE IMPROVEMENTS

At closing, County shall pay to the Port the sum of \$1,000,000 which shall be set aside by the Port for use for widening Marine Drive in the Rivergate Industrial Area. In the event that a Local Improvement District (LID) is formed to construct a rail overpass over Marine Drive, the Port will pay any sum assessed against the County by the LID up to \$1,000,000. If the assessment exceeds \$1,000,000, the County will pay the difference. If the assessment is less than \$1,000,000 County shall not be entitled to any reimbursement by the Port.

6. DISPUTE RESOLUTION

6.1 Mediation

In the event a dispute arises concerning this Agreement, the County and the Port agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

6.2 Arbitration

The parties agree that any dispute specifically designated in this agreement to be resolved by arbitration will be resolved in accordance with this section. The arbitrator will be selected by mutual agreement and will be compensated equally by both parties. If the parties fail to agree on an arbitrator within ten days of notice by either party of a request for arbitration, each party shall submit to the presiding judge of the Multnomah County Circuit Court a list of three proposed arbitrators, and the presiding judge shall appoint an arbitrator from among those proposed. Each party shall bear its own costs and attorney fees in connection with any arbitration. Arbitration shall be conducted pursuant to the commercial arbitration rules of the American Arbitration Association.

7. GENERAL PROVISIONS

7.1 Termination Due To County's Inability to Proceed

In the event the County is unsuccessful in obtaining all permits necessary to construct a corrections facility at the Rivergate site, this Agreement shall terminate and there shall be no obligation of any nature by the County to undertake any infrastructure construction. The Port shall bear its own expenses in conjunction with this Agreement.

7.2 Notices

All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

The Port of Portland
P.O. Box 3529
Portland, OR 97208-3529
Attn: Manager, Property and Development Services

and to the County at:

Multnomah County
Property Management
2505 SE 11th Avenue
Portland, OR 97202

Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

7.3 Modification

This Agreement may not be modified except by a writing signed by authorized representatives of the Port and the County.

7.4 Authority

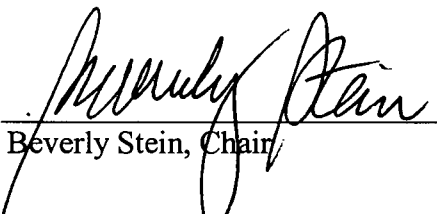
The Port and the County each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party. The individuals executing this Agreement personally warrant that they have full authority to execute this agreement on behalf of the entity for whom they purport to be acting and that they have full authority to bind said party to all of the obligations of that party set forth in this Agreement.

7.5 Term of Agreement

This Agreement shall be in effect to a date twenty years from the date of Completion of the Infrastructure Improvements unless both parties agree to an earlier termination date.

MULTNOMAH COUNTY, OREGON

THE PORT OF PORTLAND

By: 
Beverly Stein, Chair


By: _____
Mike Thorne, Executive Director

REVIEWED

APPROVED AS TO LEGAL
SUFFICIENCY FOR THE PORT

THOMAS SPONSLER
COUNTY COUNSEL FOR
MULTNOMAH COUNTY

By: _____
Counsel for Port of Portland

By: 
Assistant County Counsel

APPROVED BY COMMISSION ON:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-18 DATE 5/20/99
DEB BOGSTAD
BOARD CLERK

Insert Exhibit A
Map of the Property
(To be provided by Port)

Exhibit A

BUDGET ESTIMATE

Loc: Rivergate Industrial District
Project: Street System to Serve Proposed Mult. Co. Jail Site

By: Ken Willhite

Proj. no:
Design no:

Date orig: 29-Oct-98
Revision #: 2
Date: 11-May-99

Scope: Estimate construction of a street system and utilities in North Rivergate to serve the proposed Multnomah County Jail Site including; Leadbetter Extension, and North-South Road (see map).

Assumptions:

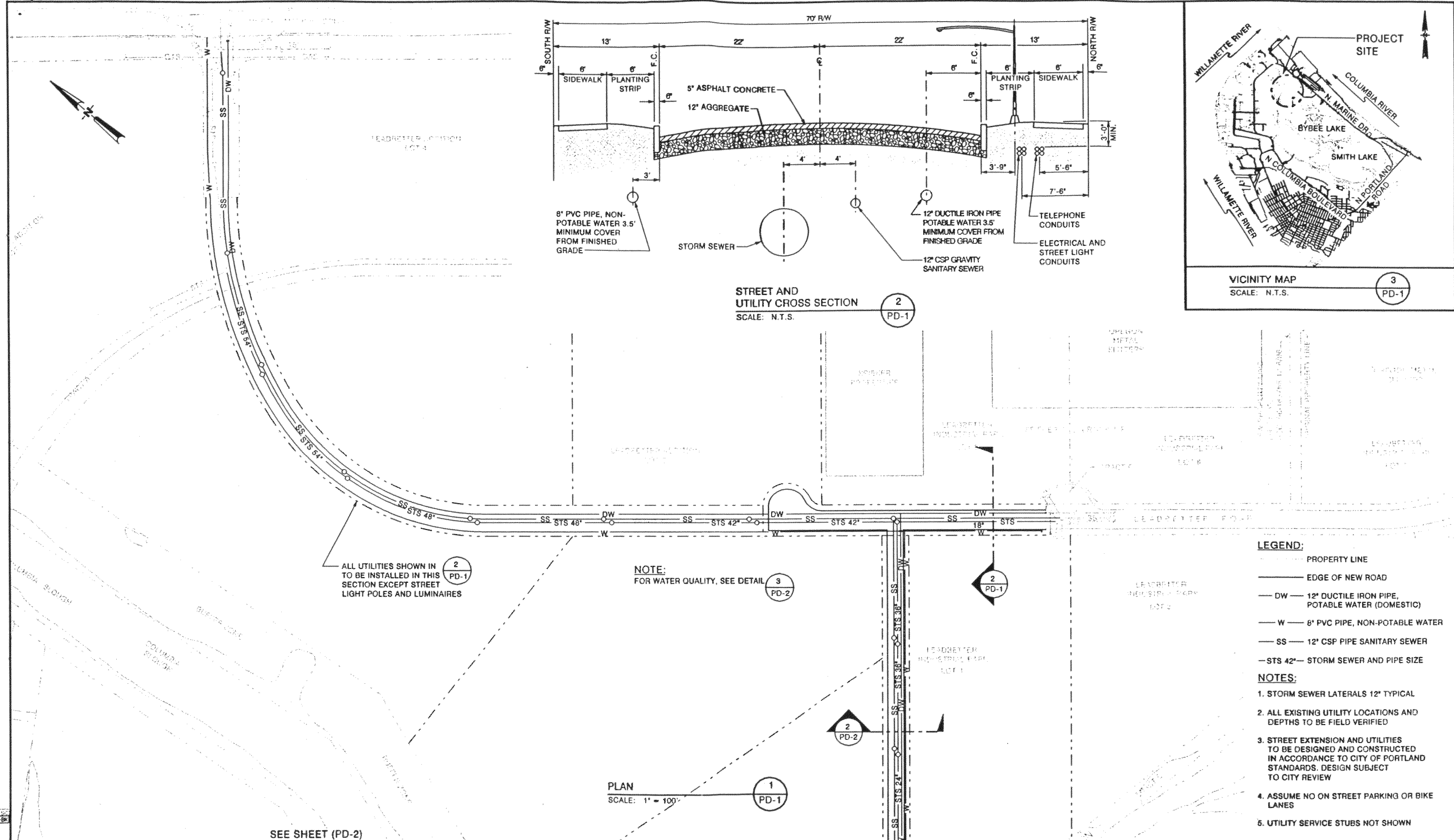
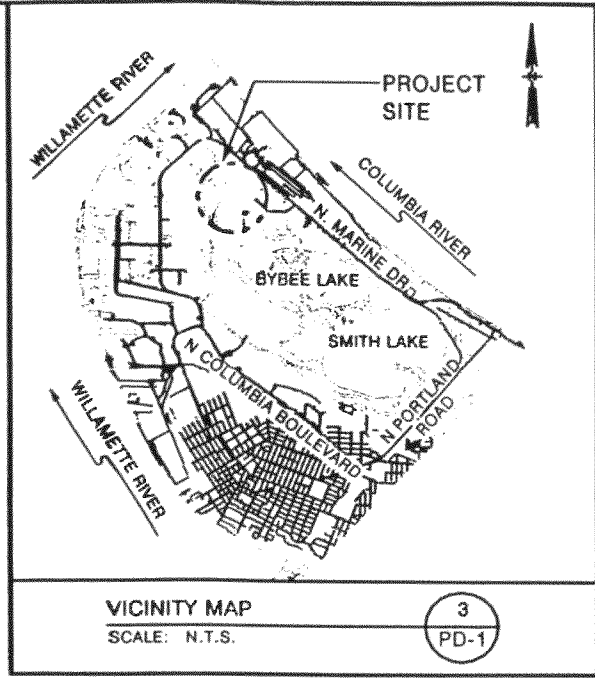
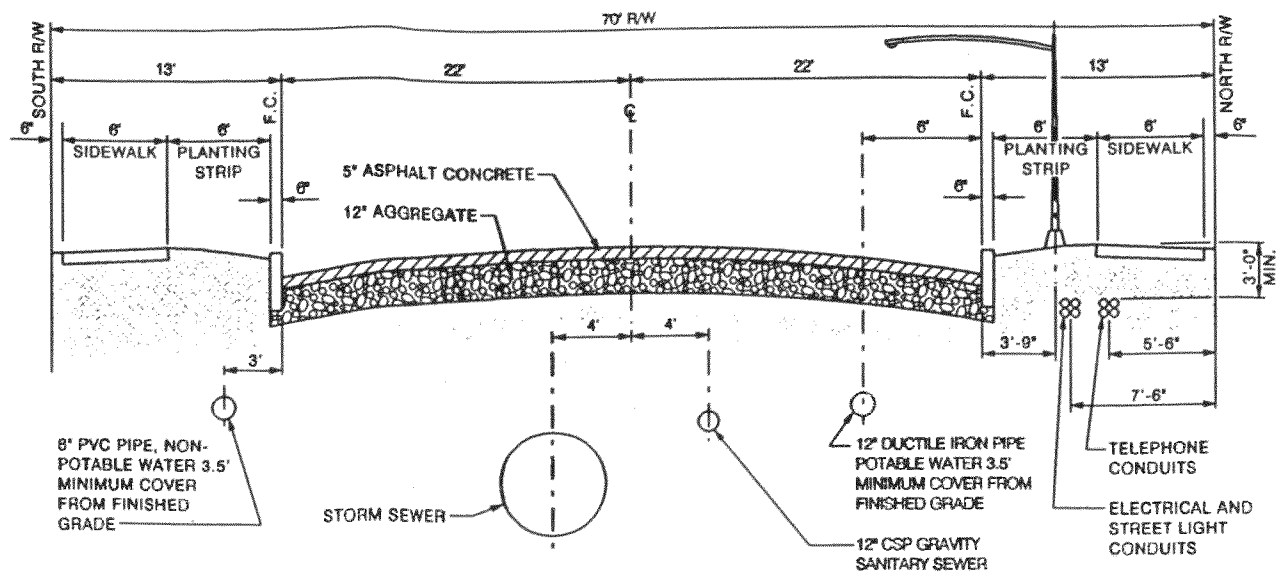
- a) Pavement section consists of 5" AC over 12" aggregate for all streets.
- b) Cross sections (see attached conceptual map):
650' Leadbetter Ext. 70' R/W, 44' pvmt. width (see map).
1,050' North-South Roadway 60' R/W, 36' pvmt. width (see map).
- c) 6.0' sidewalk on both sides of street.
- d) 6" curb on both sides of street.
- e) Section reserves 6' planting strip on Leadbetter and Pac. Gtwy., 5' planting strip on N-S road.
- f) Street landscaping not included in this estimate. Tenants shall landscape planting strip.
- g) Water, storm sewer, sanitary sewer, electricity, and telephone in R/W.
- h) Water quality treatment provided by Stormceptors for street, and on site for properties.
- i) Sanitary sewer pumping may be required to serve southern lots.
- j) Fire hydrants to be installed along both roads and future road alignments.
- k) Traffic signal at Marine Dr/Leadbetter not included in estimate. However, one may be needed based on the Countys forthcoming Traffic Study.

ITEM DESCRIPTION	EST. QUANT.	NITS	UNIT PRICE	COST
Mob, Demob and Survey	10	%		\$211,478
Street Construction				
Temp traffic control	1	LS	20,000.00	20,000
Demo. Existing Bulb and Repair Parking Lot	1	LS	30,000.00	30,000
Earthwork/Excavation	3,560	CY	5.00	17,800
Concrete Curb	3,400	LF	6.00	20,400
Sidewalk	20,400	SF	3.00	61,200
Subgrade Prep/Compaction	12,280	SY	1.00	12,280
Aggregate Base (12")	4,450	TON	12.00	53,400
Asphalt Concrete (5")	2,060	TON	45.00	92,700
Storm Drainage				
12" CSP (service stubs)	700	LF	50.00	35,000
18" CSP	200	LF	110.00	22,000
24" CSP	550	LF	130.00	71,500
36" CSP	550	LF	150.00	82,500
42" CSP	650	LF	170.00	110,500

EXHIBIT B
PAGE 1 OF 4

48" CSP	500	LF	185.00	92,500
54" CSP	600	LF	215.00	129,000
Manhole (48")	8	LF	3,000.00	24,000
Manhole (72")	2	LF	8,000.00	16,000
Manhole (84")	1	LF	20,000.00	20,000
Catch Basins	14	LF	1,000.00	14,000
Stormceptor 1200 and Sub-Drain Connections	4	EA	20,000.00	80,000
Connection to Existing 60" Pipe	1	EA	3,000.00	3,000
Sanitary Sewer				
Unsuitable Excavation (placeholder)	1,500	CY	30.00	45,000
Trench Stabilization (placeholder)	1,500	CY	30.00	45,000
Dewatering (\$4K/100lf for 1,800')	1	LS	72,000.00	72,000
8" CSP (service stubs)	700	LF	40.00	28,000
12" CSP	3,300	LF	45.00	148,500
48" Manhole (deep)	13	EA	3,000.00	39,000
Connection to Existing Manhole	1	EA	3,000.00	3,000
Water System				
Connect to Existing Water Line	2	EA	1,500.00	3,000
8" Water Line (service stubs)	700	LF	35.00	24,500
12" Water Line	3,700	LF	45.00	166,500
Fire Hydrant	12	EA	2,500.00	30,000
8" Non-Potable Water Line	3,700	LF	30.00	111,000
Misc. Utilities				
Street Lighting (Conduit, Wire, and Poles in Street)	1,600	LF	35.00	56,000
Street Lighting (Conduit and Wire)	2,100	LF	10.00	21,000
Electrical Power	3,700	LF	55.00	203,500
Telephone	3,700	LF	30.00	111,000
			Construction Cost	2,326,258
Planning, Admin., Engr., Permits @	28	%		\$651,352
Consultant @	12	%		\$279,151
Contingency @	30	%		\$697,877
			Total Project Cost	3,954,639
			Use	4,000,000

EXHIBIT B
PAGE 2 OF 4



- LEGEND:**
- PROPERTY LINE
 - EDGE OF NEW ROAD
 - DW — 12" DUCTILE IRON PIPE, POTABLE WATER (DOMESTIC)
 - W — 8" PVC PIPE, NON-POTABLE WATER
 - SS — 12" CSP PIPE SANITARY SEWER
 - STS 42" — STORM SEWER AND PIPE SIZE
- NOTES:**
1. STORM SEWER LATERALS 12" TYPICAL
 2. ALL EXISTING UTILITY LOCATIONS AND DEPTHS TO BE FIELD VERIFIED
 3. STREET EXTENSION AND UTILITIES TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE TO CITY OF PORTLAND STANDARDS. DESIGN SUBJECT TO CITY REVIEW
 4. ASSUME NO ON STREET PARKING OR BIKE LANES
 5. UTILITY SERVICE STUBS NOT SHOWN

EXHIBIT B
PAGE 3 OF 4



PORT OF PORTLAND
PORTLAND, OREGON

1992 GEN
52101

DESIGNED BY: K. WILLIAMS
 DRAWN BY: M. DETMER
 CHECKED BY: C. CHECKER
 DATE: JAN 1999
 SCALE: AS SHOWN

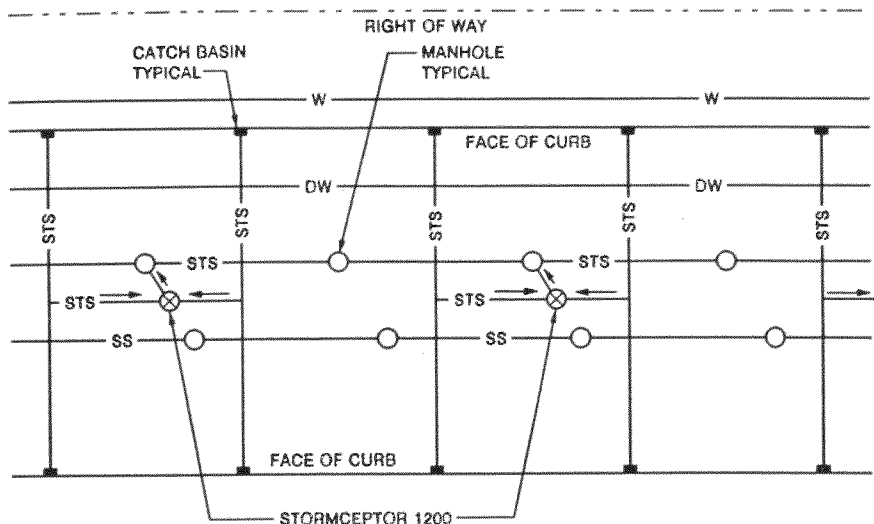
RIVERGATE INDUSTRIAL PARK
 STREET EXTENSION
 FOR PROPOSED MULTNOMAH COUNTY SITE
PRELIMINARY PLAN, CROSS SECTION AND VICINITY MAP

PROJECT NUMBER: RG 98-18 1/2 (PD-1)

NOTES:

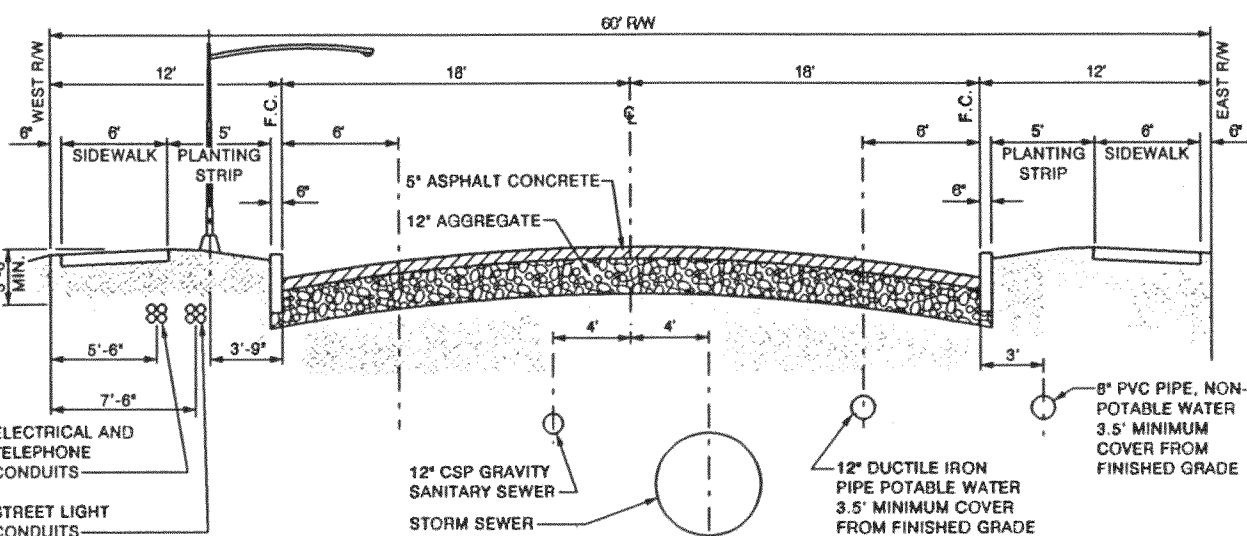
1. STREET DRAINAGE: WATER QUALITY MAY BE PROVIDED BY A SHALLOW SUB-SYSTEM OF CATCHBASINS AND 12" PIPE DRAINING TO STORMCEPTOR 1200 MANHOLES AS SHOWN BELOW. THE STORMCEPTOR THEN DRAINS INTO THE MAIN STORMSEWER LINE

2. SITE DRAINAGE: WATER QUALITY PROVIDED BY ON-SITE TREATMENT FACILITIES



PROPOSED
WATER QUALITY DETAIL
SCALE: N.T.S.

3
PD-2



STREET AND
UTILITY CROSS SECTION
SCALE: N.T.S.

2
PD-2

SEE SHEET (PD-1)

NOTE:
FOR WATER QUALITY, SEE DETAIL

3
PD-2

2
PD-2

LEGEND:

- PROPERTY LINE
- EDGE OF NEW ROAD
- DW — 12" DUCTILE IRON PIPE, POTABLE WATER (DOMESTIC)
- W — 8" PVC PIPE, NON-POTABLE WATER
- SS — 12" CSP PIPE SANITARY SEWER
- STS 42" — STORM SEWER AND PIPE SIZE

NOTES:

- STORM SEWER LATERALS 12" TYPICAL
- ALL EXISTING UTILITY LOCATIONS AND DEPTHS TO BE FIELD VERIFIED
- STREET EXTENSION AND UTILITIES TO BE DESIGNED AND CONSTRUCTED IN ACCORDANCE TO CITY OF PORTLAND STANDARDS. DESIGN SUBJECT TO CITY REVIEW
- ASSUME NO ON STREET PARKING OR BIKE LANES
- UTILITY SERVICE STUBS NOT SHOWN

PLAN
SCALE: 1" = 100'

1
PD-2

PORT OF PORTLAND
PORTLAND, OREGON

DESIGNED BY: K. WILLIAMS
DRAWN BY: M. DETMER
CHECKED BY: C. CHECKER
DATE: JAN 1999
AIR 15/11/11

RIVERGATE INDUSTRIAL PARK
STREET EXTENSION
FOR PROPOSED MULTNOMAH COUNTY SITE
PRELIMINARY PLAN, CROSS SECTION AND DETAIL

SUBMITTED BY: DRAWING NO. RG 98-18 2/2 (PD-2)

EXHIBIT B
PAGE 4 OF 4