

## **ANNOTATED MINUTES**

Tuesday, March 19, 1996 - 10:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **BOARD BRIEFINGS**

*Vice-Chair Dan Saltzman convened the meeting at 10:06 a.m., with Commissioners Sharron Kelley and Tanya Collier present, Commissioner Gary Hansen arriving at 10:10 a.m., and Chair Beverly Stein excused.*

- B-1      Update on Implementation of Resolution 94-113, Reassessing Role of Multnomah County Sheriff's Office, Establishing Future Mission, DARE and Safety Action Teams and College Degree Requirements for New Police Bureau Recruits. Presented by Sheriff Dan Noelle and Chief Charles Moose.

#### ***SHERIFF DAN NOELLE AND CHIEF CHARLES MOOSE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***

- B-2      Discussion on Early Implementation Measures of Metro 2040 Concept Plan and Implications of Zero Urban Growth Boundary Option. Presented by Dan Saltzman, Scott Pemble and Invited Local Government Representatives.

#### ***SCOTT PEMBLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***

*There being no further business, the meeting was adjourned at 11:55 a.m.*

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Thursday, March 21, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **REGULAR MEETING**

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

## **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, THE  
CONSENT CALENDAR (ITEMS C-1 THROUGH C-13)  
WAS UNANIMOUSLY APPROVED.***

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

- C-1          Amendment to Intergovernmental Agreement 102356 with Portland Public School District, Providing Continued Funding for Slots in the Infant Toddler Development Center (Child Care Slots for Teen Parents)
- C-2          Intergovernmental Agreement 104776 with the Housing Authority of Portland, Allocating \$220,000 Plus Closing Costs of Community Development Block Grant Funds to Purchase Property for Use as Low Income Farm Worker Rental Housing

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3          ORDER Authorizing Execution of Deed D961293 Upon Complete Performance of a Contract to Pamela Murrell

***ORDER 96-39.***

- C-4          ORDER Authorizing Execution of Deed D961294 Upon Complete Performance of a Contract to Edward C. Green and Joyce M. Green

***ORDER 96-40.***

- C-5          ORDER Authorizing Execution of Deed D961296 Upon Complete Performance of a Contract to Stephen A. Houze and Susan M. Svetky

***ORDER 96-41.***

- C-6          ORDER Authorizing Execution of Deed D961297 Conveying Certain Tax Acquired Property to Purchaser Marie Gonzales

***ORDER 96-42.***

- C-7          ORDER Authorizing Execution of Real Estate Purchase and Sale Agreement to Auction Purchaser John E. McKibben

***ORDER 96-43.***

- C-8 ORDER Authorizing Execution of Contract 15805 for the Sale of Certain Real Property to Jeffrey Paul Fish

***ORDER 96-44.***

- C-9 ORDER Authorizing Execution of Contract 15806 for the Sale of Certain Real Property to Michael Trojan

***ORDER 96-45.***

- C-10 ORDER Authorizing Execution of Contract 15807 for the Sale of Certain Real Property to Danny Ralston

***ORDER 96-46.***

- C-11 ORDER Authorizing Execution of Contract 15809 for the Sale of Certain Real Property to Allen B. Strecker and Ken A. Hoadley

***ORDER 96-47.***

- C-12 ORDER Authorizing Execution of a Quitclaim Deed to Tract A, Peace Rose Subdivision, to Property Owner Candy Wadington

***ORDER 96-48.***

**DEPARTMENT OF JUVENILE JUSTICE SERVICES**

- C-13 Intergovernmental Revenue Agreement 700226 with United States Marshals Services, for Use of the Juvenile Detention Complex to Hold Youth who are Charged with or Convicted of Violations of Federal Law or Held as Material Witnesses

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

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

## **DEPARTMENT OF SUPPORT SERVICES**

- R-2            Presentation of Professional Secretary Recognition Award to Theresa Sullivan in Recognition and Appreciation by the Oregon Trail Chapter, Professional Secretaries International

**DAVE        BOYER        EXPLANATION        AND  
INTRODUCTION OF THERESA SULLIVAN. CHAIR  
STEIN PRESENTATION OF AWARD AND BOARD  
ACKNOWLEDGEMENT OF MS. SULLIVAN'S  
HONOR.**

## **NON-DEPARTMENTAL**

- R-6            Amendment to Intergovernmental Agreement 500636 with Metro Regional Government for Phase II, Transfer of Ownership of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned by Multnomah County to Metro

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF SUBSTITUTE RESOLUTION. AT THE REQUEST  
OF CHAIR STEIN AND UPON MOTION OF  
COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER COLLIER, IT WAS  
UNANIMOUSLY APPROVED THAT THE  
AGREEMENT BE AMENDED BY ADDING: "AS  
USED IN THIS SECTION, OCCURRED MEANS ANY  
CONTAMINATION, FUEL LEAK, DISCHARGE OR  
RELEASE OF TOXIC MATERIALS OR HAZARDOUS  
SUBSTANCES THAT ORIGINATED ON COUNTY  
FACILITIES RATHER THAN OFF SITE.". BOARD  
COMMENTS IN SUPPORT OF TRANSFER AND  
INTERGOVERNMENTAL COOPERATION  
EFFORTS. MIKE BURTON COMMENTS IN  
SUPPORT OF TRANSFER. MR. BURTON  
INTRODUCED COUNCILORS JON KVISTAD AND  
ED WASHINGTON, AND ACKNOWLEDGED  
EFFORTS OF METRO STAFF DAN COOPER,  
DOUG BUTLER AND CASEY SHORT. BOARD AND  
METRO PARTICIPATED IN A SIGNING CEREMONY  
AND CHAIR STEIN PRESENTED METRO WITH A  
COMMEMORATION ENTITLED "THE PEOPLE'S  
TURF". SUBSTITUTE RESOLUTION 96-49**

**AMENDING CONTRACT 500636  
(INTERGOVERNMENTAL AGREEMENT FOR  
TRANSFER OF PROPERTY TO METRO) AND  
AUTHORIZING EXECUTION OF FINAL  
AGREEMENT UNANIMOUSLY APPROVED, AS  
AMENDED.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-3 Second Reading and Adoption of an ORDINANCE Amending Ordinance No. 822, in Order to Add and Delete Exempt Pay Ranges and Titles

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 846 UNANIMOUSLY APPROVED.**

**MULTNOMAH COUNTY BUDGET COMMITTEE**

(Recess as the Board of County Commissioners and convene as the Multnomah County Budget Committee)

- R-4 RESOLUTION Accepting the Supplemental 1995-96 Budget and Preparing the Approved Supplemental Budget for Submittal to the Tax Supervising and Conservation Commission

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. DAVE WARREN AND JIM MUNZ EXPLANATION. RESOLUTION 96-50 UNANIMOUSLY APPROVED.**

(Adjourn as the Multnomah County Budget Committee and reconvene as the Board of County Commissioners)

**NON-DEPARTMENTAL**

- R-5 Budget Modification NOND 7 Appropriating \$50,628 Revenue from Fujitsu and LSI for Reimbursement of Professional Services Associated with Strategic Investment Program Review and Negotiation

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL  
OF R-5. DAVE WARREN EXPLANATION. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- R-7            Budget Modification DCC 5 Appropriating \$73,032 U.S. Department of Justice, Office of Justice Programs Grant Revenue to the Department's 95-96 Budget to Enhance Activities Associated with Contracted Drug Treatment Services in the Sanction Treatment Opportunity Progress (STOP) Drug Diversion Program

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF R-7. CARY HARKAWAY EXPLANATION.  
BUDGET MODIFICATION UNANIMOUSLY  
APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-8            First Reading of an ORDINANCE Amending the Definition of Lot in the R-20 and R-30 Residential Zoning Districts by Providing an Exemption from the Lot Aggregation Requirement for Substandard Sized Lots with Existing Houses

**ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER COLLIER MOVED  
AND COMMISSIONER KELLEY SECONDED,  
APPROVAL OF FIRST READING. BOB HALL  
EXPLANATION. LINLY FERRIS TESTIMONY IN  
SUPPORT. FIRST READING UNANIMOUSLY  
APPROVED. SECOND READING THURSDAY,  
MARCH 28, 1996.**

- R-9            Second Reading and Adoption of an ORDINANCE Amending MCC 11.15 to Relocate the Grading and Erosion Control Provisions of MCC 11.15.6700 to Title 9 of the Multnomah County Code, Building and Specialty Code Section

**ORDINANCE READ BY TITLE ONLY. COPIES  
AVAILABLE. COMMISSIONER COLLIER MOVED  
AND COMMISSIONER SALTZMAN SECONDED,  
APPROVAL OF SECOND READING AND**

**ADOPTION. NO ONE WISHED TO TESTIFY.  
ORDINANCE 847 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF LIBRARY SERVICES**

R-10 RESOLUTION Authorizing Amendment to Ballot Title for Three Year  
Rate Based Serial Levy to Fund Library Services

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER SALTZMAN SECONDED,  
APPROVAL OF R-10. DAVE WARREN  
EXPLANATION. RESOLUTION 96-51  
UNANIMOUSLY APPROVED.**

**AT THE INVITATION OF CHAIR STEIN,  
CHRISTINE HILLMER, WHO ARRIVED AFTER THE  
PUBLIC COMMENT PORTION OF THE AGENDA,  
COMMENTED IN OPPOSITION TO THE LOCATION  
OF A PAROLE OFFICE IN ST. JOHNS.**

*There being no further business, the meeting was adjourned at 9:59 a.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Deborah L. Bogstad



## MULTNOMAH COUNTY OREGON

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

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

### FOR THE WEEK OF

**MARCH 18, 1996 - MARCH 22, 1996**

*Tuesday, March 19, 1996 - 10:00 AM - Board Briefings ..... Page 2*

*Thursday, March 21, 1996 - 9:30 AM - Regular Meeting ..... Page 3*

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

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

**AN EQUAL OPPORTUNITY EMPLOYER**



*Tuesday, March 19, 1996 - 10:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1 Update on Implementation of Resolution 94-113, Reassessing Role of Multnomah County Sheriff's Office, Establishing Future Mission, DARE and Safety Action Teams and College Degree Requirements for New Police Bureau Recruits. Presented by Sheriff Dan Noelle and Chief Charles Moose. 1 HOUR REQUESTED.*
- B-2 Discussion on Early Implementation Measures of Metro 2040 Concept Plan and Implications of Zero Urban Growth Boundary Option. Presented by Dan Saltzman, Scott Pemble and Invited Local Government Representatives. 30 MINUTES REQUESTED.*
-

Thursday, March 21, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-1      *Amendment to Intergovernmental Agreement 102356 with Portland Public School District, Providing Continued Funding for Slots in the Infant Toddler Development Center (Child Care Slots for Teen Parents)*
- C-2      *Intergovernmental Agreement 104776 with the Housing Authority of Portland, Allocating \$220,000 Plus Closing Costs of Community Development Block Grant Funds to Purchase Property for Use as Low Income Farm Worker Rental Housing*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3      *ORDER Authorizing Execution of Deed D961293 Upon Complete Performance of a Contract to Pamela Murrell*
- C-4      *ORDER Authorizing Execution of Deed D961294 Upon Complete Performance of a Contract to Edward C. Green and Joyce M. Green*
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#### **DEPARTMENT OF JUVENILE JUSTICE SERVICES**

- C-13      *Intergovernmental Revenue Agreement 700226 with United States Marshals Services, for Use of the Juvenile Detention Complex to Hold Youth who are Charged with or Convicted of Violations of Federal Law or Held as Material Witnesses*

#### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

#### **DEPARTMENT OF SUPPORT SERVICES**

- R-2      *Presentation of Professional Secretary Recognition Award to Theresa Sullivan in Recognition and Appreciation by the Oregon Trail Chapter, Professional Secretaries International*
- R-3      *Second Reading and Adoption of an ORDINANCE Amending Ordinance No. 822, in Order to Add and Delete Exempt Pay Ranges and Titles*

#### **MULTNOMAH COUNTY BUDGET COMMITTEE**

*(Recess as the Board of County Commissioners and convene as the Multnomah County Budget Committee)*

- R-4      *RESOLUTION Accepting the Supplemental 1995-96 Budget and Preparing the Approved Supplemental Budget for Submittal to the Tax Supervising and Conservation Commission*

*(Adjourn as the Multnomah County Budget Committee and reconvene as the Board of County Commissioners)*

**NON-DEPARTMENTAL**

- R-5      *Budget Modification NOND 7 Appropriating \$50,628 Revenue from Fujitsu and LSI for Reimbursement of Professional Services Associated with Strategic Investment Program Review and Negotiation*
- R-6      *Amendment to Intergovernmental Agreement 500636 with Metro Regional Government for Phase II, Transfer of Ownership of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned by Multnomah County to Metro*

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- R-8      *First Reading of an ORDINANCE Amending the Definition of Lot in the R-20 and R-30 Residential Zoning Districts by Providing an Exemption from the Lot Aggregation Requirement for Substandard Sized Lots with Existing Houses*
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# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DAN SALTZMAN • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
TANYA COLLIER • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277 • 248-5222

# MULTNOMAH COUNTY BOARD OF COMMISSIONERS SUPPLEMENTAL AGENDA

*Thursday, March 21, 1996 - 9:30 AM*  
*Multnomah County Courthouse, Room 602*  
*1021 SW Fourth, Portland*

## REGULAR MEETING

### DEPARTMENT OF LIBRARY SERVICES

R-10      *RESOLUTION Authorizing Amendment to Ballot Title for Three Year  
Rate Based Serial Levy to Fund Library Services*

3/18/96

MEETING DATE: MAR 21 1996

AGENDA NO: C-1

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** The Department of Community and Family Services is amending an agreement with PPS to provide continued funding for slots in the Infant Toddler Development Center (child care slots for parenting teens).

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: \_\_\_\_\_ Next Available Date \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_ (Concent) \_\_\_\_\_

DEPARTMENT: Community and Family Services

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

CONTACT: Lorenzo Poe/ Iris Bell

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Iris Bell

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Retroactive Amendment to an Intergovernmental Agreement with Portland Public Schools for Child Care Slots.

3/27/96 ORIGINALS TO BOB LEWICKI

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 11 PM 12:43  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director *Lorenzo Poe mds*  
Community and Family Services Division  
DATE: February 28, 1996  
SUBJECT: Contract Amendment with Portland Public School District

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an amendment to the Intergovernmental Agreement with the Portland Public School District, for the period February 1, 1996 through June 30, 1996.

**II. Background/Analysis:** The Department of Community and Family Services, Child, Youth and Family Program is amending this agreement with Portland Public School District to add funding to continue contracting for slots in the Infant Toddler Development Program (child care slots to support teen parents).

**Retroactive Status:** These services are currently part of a planning process regarding child care services for students in Multnomah County. It was the original intent to place these services out for bid through an RFP. However, the decision was made to continue services as currently provided through the remainder of the fiscal year. This planning process has resulted in a delay in the extension of the contract through the end of the fiscal year.

**III. Financial Impact:** The amendment is for \$58,197 in County General and Great Start Funds. Funds reflect the total amount allocated for these services in the 1995-96 budget.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to collaborate with other government entities to purchase services for clients in the most efficient manner.

**VII. Citizen Participation:** The Infant Toddler Development Program is an ongoing PPS program. Discussions are currently underway with various citizen, County and State groups regarding these services and whether they should continue as they are currently provided, or somehow be expanded to better serve the entire County.

**VIII. Other Government Participation:** This is a joint project with Portland Public School District and in cooperation with the Multnomah Educational Service District.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract #102356

Prior-Approved Contract Boilerplate: xxx Attached; xxx Not Attached

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>RETROACTIVE</b>  <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-1</u> DATE <u>3/21/96</u>  <u>DEB BOGSTAD</u>                      BOARD CLERK                 </div>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: February 28, 1996

Administrative Contact: Bob Lewicki

Phone: 248-3691 ext 4460

Bldg/Room 161/2nd

Description of Contract: **This retroactive contract amendment allows for the purchase of child care slots for teen parents.**

RFP/BID #: a) 3P1981 b) PPS RFP

Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ WBE ☐ QRF

Contractor Name : <b>Portland Public School District</b> Mailing Address: <b>501 N Dixon</b> <b>Portland, OR 97227-1871</b> Phone: <b>(503) 249-2000</b> Employer ID# or SS#: <b>93-6000803</b> Effective Date: <b>February 1, 1996</b> Termination Date: <b>June 30, 1996</b> Original Contract Amount: <b>\$ 41,063</b> Total Amt of Previous Amendments: <b>\$ 88,131 + Req'ts</b> Amount of Amendment: <b>\$ 58,197</b> Total Amount of Agreement: <b>\$187,391 + Req'ts</b>	Remittance Address (if different) _____ <hr/> <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	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>Per Invoice</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
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<input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Poemas*

Date: 3/5/96

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

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

(Class II Contracts Only)

County Counsel: *Kate Dwyer*

Date: 3/9/96

County Chair/Sheriff: *Wally Bin*

Date: 3/21/96

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

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

(Class I, Class II Contracts Only)

VENDOR CODE <b>GV5555A</b>				VENDOR NAME <b>PDX Public Sch Dist</b>				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\PPS956.CAF



COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT APPROVAL FORM SUPPLEMENT  
Contractor : PORTLAND PUBLIC SCHOOLS

Page 3 of 3  
2/27/96

Vendor Code : GV5555A

Fiscal Year : 95/96

Amendment Number : 2

Contract Number : 102356

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
05	156	010	1380	Y03X	6060	9303S	YPO-Great Start YPO Child Care	\$4,576.00	\$5,465.00	\$10,041.00	
06	156	010	1380	Y03X	6060	9999L	County General Fund YPO Child Care	\$33,555.00	\$52,732.00	\$86,287.00	
TOTAL								\$38,131.00	\$58,197.00	\$96,328.00	\$0.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
CONTRACT #102356, AMENDMENT #2

DURATION OF AMENDMENT: February 1, 1996 TO: June 30, 1996  
CONTRACTOR NAME: Portland Public School District TELEPHONE: 503- 249-2000  
CONTRACTOR ADDRESS: 501 N Dixon IRS NUMBER: 93-6000830  
Portland, OR 97227-1871

This amendment is to that certain contract dated July 1, 1995, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Portland Public School District, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

**PART I: CHANGES**

This amendment adds:

A. Continued funding (\$58, 197) for slots for the children of teen parents in the Infant/Toddler Development Center (Service Element Y03X). Total funding available for this service under this agreement is \$96,328.

**PART II: AMENDMENT NARRATIVE**

A. The contract is being amended to provide continued funding for child care slots in the Infant/Toddler Development Center for February 1, 1996 through June 30, 1996. Number of slots available monthly shall be contingent on funds available and the need to provide services through the end of the current school year, but not to extend beyond June 30, 1996. The former limitation of 14 slots per month shall no longer apply so that the maximum number of clients can be served monthly through the remainder of the school year.

**PART III. RETROACTIVE STATUS**

This amendment is retroactive due to continuing planning efforts and the need for a continuation of services without interruption.

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

MULTNOMAH COUNTY

CONTRACTOR

BY Lorenzo Paez 3/5/96  
Director, Dept of Community & Date  
Family Services

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

BY Beverly Stein 3/21/96  
Date  
Multnomah County Chair

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

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens 3/5/96  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 3/21/96  
DEB BOGSTAD  
BOARD CLERK

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name : PORTLAND PUBLIC SCHOOLS Contractor Address : 501 N DIXON PORTLAND OR 97227-1871 Telephone : 249-2000	Vendor Code: GV5555A  Fiscal Year : 95/96 Federal ID # : 93-6000830
--	--

**Program Office Name : Children & Youth Managed Mental Health Care**

*Service Element Name : CMH Partners Childrens Mental Health (C11X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	9/1/95	6/30/95	Per Invoice	Cost Reimbursement	Req't's			Req't's
Total					Req't's			Req't's

**Program Office Name : Children & Youth Early Childhood**

*Service Element Name : YPO Health/Development Screening (Y03H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	8.00	Sessions	3,993.75	\$31,950.00
Total					8.00			\$31,950.00

**Program Office Name : Children & Youth Prevention**

*Service Element Name : YPO Summer Camps (Y95X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/95	6/30/96	Per Invoice	Fee for Service	6.00	Sessions	1,518.83	\$9,113.00
Total					6.00			\$9,113.00

**Program Office Name : Children & Youth Intervention**

*Service Element Name : Alternative School Start Up (Y01S)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	10/1/95	6/30/95	Per Invoice	Cost Reimbursement				\$10,000.00
Total								\$10,000.00

*Service Element Name : YPO Alternative Schools (Y01X); Southeast Portland Alternative School Services*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	10/1/95	6/30/96	Per Invoice	Cost Reimbursement				\$40,000.00
Total								\$40,000.00

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

Contractor Name : PORTLAND PUBLIC SCHOOLS		Vendor Code: GV5555A
Contractor Address : 501 N DIXON PORTLAND OR 97227-1871		
Telephone : 249-2000	Fiscal Year : 95/96	Federal ID # : 93-6000830

**Program Office Name : Children & Youth Intervention**

*Service Element Name : YPO Child Care (Y03X); Infant Toddler Development Program*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	9/1/95	1/31/96	Per Invoice	Cost Reimbursement		Slots	544.72	\$4,576.00
1	9/1/95	1/31/96	Per Invoice	Cost Reimbursement		Slots	544.72	\$33,555.00
2	2/1/96	6/30/96	Per Invoice	Cost Reimbursement		Slots	544.72	\$5,465.00
2	2/1/96	6/30/96	Per Invoice	Cost Reimbursement		Slots	544.72	\$52,732.00
<b>Total</b>								<b>\$96,328.00</b>

MEETING DATE: MAR 21 1996  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Intergovernmental Contract between the Department of Community and Family Services and Housing Authority of Portland, to Purchase Property for Use as Farmworker Rental Housing**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: \_\_\_\_\_  
Amount of Time Needed: consent

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/Rey España

DIVISION: \_\_\_\_\_  
TELEPHONE: 248-3691  
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/Cecile Pitts

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Intergovernmental Agreement Between Department of Community and Family Services and Housing Authority of Portland, Allocating \$220,000 Plus Closing Costs of Community Development Block Grant Funds to Purchase Property for Use as Low Income Farmworker Rental Housing**

*3/27/96 originals to Alondria Taylor*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 11 PM 12:44  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: March 5, 1996

SUBJECT: Contract with Housing Authority of Portland, to Purchase Property for Farmworker Housing

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Intergovernmental Agreement with Housing Authority of Portland, for the period upon execution through April 1, 1998.

**II. Background/Analysis:** The Department of Community and Family Services has allocated Community Development Block Grant funds to help develop low income farmworker rental housing. This contract with the Housing Authority of Portland provides funds for the purchase of property for this purpose.

**III. Financial Impact:** The contract is for \$220,000 plus closing costs on a requirements basis. The funds are included in the Department budget.

**IV. Legal Issues:** none

**V. Controversial Issues:** none

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

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

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



## COMMUNITY AND FAMILY SERVICES DIVISION

## CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : HOUSING AUTHORITY OF PORTLAND-FARMWORKER HSG

Vendor Code : 00052

Page 1 of 1

3/5/96

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 104776

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1460	H43C	6060	9408F	CD CDBG #17 CD Purchase of Building/Closing	Requirements		Requirement	\$25,000.00
01	156	010	1460	H43L	6060	9408F	CD CDBG #17 CD Purchase of Land	\$220,000.00		\$220,000.00	
TOTAL								\$220,000.00	\$0.00	\$220,000.00	\$25,000.00



**MULTNOMAH COUNTY DEPARTMENT OF      #104776**  
**COMMUNITY AND FAMILY SERVICES**

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

TERM OF CONTRACT:    From Execution  
CONTRACTOR NAME:    Housing Authority of Portland  
CONTRACTOR ADDRESS: 135 SW Ash  
                                 Portland, Oregon 97204

To: April 1, 1998  
TELEPHONE: (503)273-4515  
IRS NUMBER: 93-6001547

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

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

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

**PART A: STATEMENT OF WORK**

**1. Project Description**

a. The CONTRACTOR shall acquire in fee simple real property, the 1.94 acre parcel described as: The West 132 feed of Lot 20, EASTWOOD, in the City of Gresham, County of Multnomah and State of Oregon; commonly known as 19045 SE Yamhill Stree, Gresham, OR 97233 (called PROPERTY herein). The closing date for acquisition shall be no later than April 1, 1996.

b. The PROPERTY acquired under this contract shall be utilized as rental housing for year-round or seasonal agricultural farmworkers whose household income does not exceed the United States Rural Economic and Community Development (RECD herein) moderate income guidelines. Agricultural farmworkers shall be defined as those who earn a substantial portion of their income from planting, cultivating, harvesting, packing, or handling of unprocessed agricultural or nursery products, in accordance with RECD regulations. Because RECD rental assistance is being sought, preference will be given to very low and then low income rental applicants.

c. The household income for renters of the PROPERTY shall not exceed the HUD calculated low income guidelines, adjusted for household size, for the Portland metropolitan area. Monthly rents shall not be more than 30% of the tenant's gross monthly household income or other amount prescribed by HUD. CONTRACTOR shall provide the COUNTY a copy of the annual tenant income recertification. CONTRACTOR shall provide the COUNTY an initial tenant rent roster upon ownership; indicating unit rental rates; household size; household income and tenant ethnicity.

d. The CONTRACTOR is seeking financing from the RECD 514 Farm Labor Housing Loan program with associated rental assistance payments for the construction and permanent loan monies required for the development of farmworker rental housing on the PROPERTY. The CONTRACTOR shall provide the COUNTY a written timeline with loan and development milestones describing the RECD financing and construction progress.

e. The COUNTY shall assist the CONTRACTOR in complying with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations at 24 CFR part 42 (URA). The CONTRACTOR shall assure delivery and receipt of URA notices to the PROPERTY owner, or any assignee or successor in interest of the owner, through the proposed IRS 1031 tax deferred exchange of the Property at closing.

f. Following acquisition of the PROPERTY, CONTRACTOR shall undertake the necessary renovation and construction work to utilize the PROPERTY as rental housing which meets local building codes and Section 8 Housing Quality Standards. Specifications for the proposed renovations shall be provided to and approved by the COUNTY. CONTRACTOR shall obtain the necessary construction management services to provide to the COUNTY full, detailed specifications for the construction work to be undertaken. Plans and specifications shall be submitted to the COUNTY prior to application for building permits. CONTRACTOR shall carry out all construction work in accordance with the procurement regulations expressed in 24 CFR 85.36 and Part B, section 3 of this contract. All plans and specifications are subject to final approval by the COUNTY. Such approval will not be unreasonably withheld.

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

h. The CONTRACTOR as a subgrantee agrees that any real property, equipment, or supplies purchased wholly or in part with CDBG funds will be managed under the same guidelines applicable to the COUNTY as grantee in accordance with 24 CFR 570.505 (real property), 24 CFR 85.32 (equipment) and 24 CFR Part 85.33 (supplies). In the event the CONTRACTOR fails to maintain and operate the project in compliance with these guidelines, COUNTY may, at its option, take possession of the project and operate and maintain the project for any lawful purpose.

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

## **2. Property Acquisition Process and Responsibilities**

a. Upon execution of this contract, the CONTRACTOR shall open an escrow account at a reputable title company, licensed to do business in the State of Oregon, to close the acquisition of the PROPERTY in equity. The CONTRACTOR shall deliver to the COUNTY a preliminary closing statement from the title company, setting forth acquisition and closing costs, whereupon the COUNTY shall make payment in said amount to CONTRACTOR prior to the closing date specified in the scope of services above. The payment of closing costs is subject to review and approval by the COUNTY. Eligible closing costs include, but are

not limited to: purchaser's pro-rata share of property taxes, escrow, recording fees and document preparation. The CONTRACTOR shall provide the COUNTY with any escrow instructions for review and approval prior to closing the transaction.

b. The CONTRACTOR shall, in turn, pay to the owners of the PROPERTY, Dennis L. Davis and Gloria Jean Davis, or their successors in interest pursuant to the IRS 1031 exchange, the acquisition and closing costs within five (5) days of receipt of funds from the COUNTY. Payment shall be disbursed through the escrow purchase account. The CONTRACTOR shall promptly furnish the COUNTY with proof of such payment, by delivering to the COUNTY the escrow closing statement detailing actual costs paid in the transaction. The CONTRACTOR shall obtain a good and sufficient warranty deed to PROPERTY, and furnish a copy of said warranty deed to the COUNTY.

c. The CONTRACTOR shall execute a lien on the PROPERTY, in the form of the trust deed attached to this contract as Exhibit B, in the amount of the purchase price of the PROPERTY and any eligible closing costs, to secure the performance of the CONTRACTOR under the terms of this contract. Multnomah County shall be the beneficiary of said trust deed. The face amount of the trust deed is derived from the Community Development Block Grant (CDBG) funds contributed to the acquisition of the PROPERTY. The CONTRACTOR shall execute a promissory note, in form substantially similar to the note attached hereto as Exhibit C, evidencing the debt in the amount of CDBG funds loaned to CONTRACTOR for the acquisition of PROPERTY. The trust deed and promissory note shall be completed and delivered to escrow for execution and recording. The term of the trust deed and note shall run concurrently with the term of the PROPERTY mortgage and restrictions for a term not to exceed thirty-five years from the execution of this contract.

d. Not later than thirty days after the delivery of the warranty deed to the CONTRACTOR out of escrow, the CONTRACTOR shall provide the COUNTY with a complete, current financial plan for the development of the proposed rental housing. The financial plan shall identify all funding commitments and sources, and fully describe the application and use of funds during the development, construction and completion of the project. The CONTRACTOR may mortgage the property or make a collateral assignment of a beneficial interest for the purpose of financing the project to the RECD or other identified funding source. Subject to review and approval of the COUNTY, the COUNTY will subordinate its interest in the Property to the security interest described in this contract, to the RECD mortgage or other security interest necessary to finance project completion.

e. Should the acquisition of the PROPERTY not be completed by April 1, 1996, at the written request of the COUNTY, the CONTRACTOR shall within five days return to the COUNTY, all CDBG funds provided under this Agreement.

f. Should the PROPERTY be acquired by the CONTRACTOR but not opened and operated as rental housing for farmworkers by April 1, 1998, at the written request of the COUNTY the CONTRACTOR shall dispose of said PROPERTY and return to the COUNTY all CDBG funds granted to the CONTRACTOR by the COUNTY under the terms of this contract.

g. The CONTRACTOR agrees to operate and maintain the PROPERTY as rental housing for farmworkers for a period of not less than thirty-five (35) years from the execution of this contract. In the event the CONTRACTOR cannot or will not continue to operate the property as rental housing for farmworkers for thirty-five (35) years from the execution of this contract, the CONTRACTOR shall immediately market and sell the PROPERTY and return the proceeds from the sale of the PROPERTY up to the amount of CDBG funds expended by the COUNTY under this contract, to the COUNTY for other eligible CDBG activities.

h. No assignment or transfer of title to the PROPERTY shall be permitted except by prior written approval by the COUNTY. No such approval may be given unless the proposed assignee or title transferee agrees in writing to assume all obligations of the contract and attached trust deed and promissory note. Any attempted assignment or transfer of title shall be void without the required consent of the COUNTY.

### 3. Compensation.

COUNTY will pay CONTRACTOR up to \$220,000 plus any eligible closing costs.

a. The purchase price of the PROPERTY is \$220,000, as set by an OPTION AGREEMENT AND AGREEMENT TO PURCHASE AND SELL REAL PROPERTY between the sellers, Dennis L. Davis and Gloria Jean Davis and the CONTRACTOR, attached to this contract as Exhibit A, and supported by an independent fee appraisal by Mark D. Barry and Associates, dated December 8, 1995. The COUNTY will pay to the CONTRACTOR \$220,000 toward the acquisition of the PROPERTY, plus any eligible closing costs.

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

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

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

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, or perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

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

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

**4. Term.**

The CONTRACTOR'S project will begin upon contract execution and terminate when completed but no later than April 1, 1998. Upon Housing and Urban Development's (HUD) release of project-related Community Development Block Grant (CDBG) funds, the COUNTY will furnish the CONTRACTOR with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the COUNTY.

## **PART B: GENERAL CONDITIONS**

### **1. Administration**

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

### **2. Amendments**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **8. Indemnification**

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

## **9. Independent Contractor Status**

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

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

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

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

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

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



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

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

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

## **11. Integration**

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

## **12. Litigation Notice**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **17. Severability**

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

## **18. Termination**

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

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

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

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

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

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

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

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

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

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

### **1. Accessibility**

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

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

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

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

### **3. Displaced Persons**

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

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

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

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

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Environmental Protection**

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

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

## **7. Environmental Review**

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

## **8. Flood Insurance**

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for

construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

## **9. Historic Preservation**

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

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

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

## **11. Lobbying for Funds**

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

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

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

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



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

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

## **13. Nondiscrimination**

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

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

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

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

federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

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

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

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

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

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

#### **16. Recycling**

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

## PART D: SIGNATURES

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

MULTNOMAH COUNTY

HOUSING AUTHORITY OF PORTLAND

BY *Lolenz Paez* 3/17/96  
Director, Dept of Community      Date  
and Family Services

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

BY *Beverly Stein* 3/21/96  
Beverly Stein, Multnomah      Date  
County Chair

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

REVIEWED: Laurence Kressel, Counsel for  
Multnomah County, Oregon

BY *Katie Gaetjens* 3/11/96  
Katie Gaetjens      Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 3/21/96  
DEB BOGSTAD  
BOARD CLERK

Exhibit A

ORIGINAL #1

OPTION AGREEMENT  
AND  
AGREEMENT TO PURCHASE AND SELL REAL PROPERTY

This Option Agreement and Agreement to Purchase and Sell Real Property is made by and between the Estate of Dale Leslie Davis, by and through Dennis L. Davis and Gloria Jean Davis, the Co-Personal Representatives of said estate ("Sellers") and the Housing Authority of Portland (hereinafter known as "HAP"), and shall be effective upon the date of Sellers' acceptance.

WHEREAS, the **Housing Authority of Portland** desires to purchase the Property described in paragraph 1 below, in a voluntary, arms length transaction with Sellers; and

WHEREAS, HAP has the power of eminent domain but has determined that it will not use its power of eminent domain if negotiations fail to result in an amicable agreement; and

WHEREAS, HAP has determined that the total purchase price set forth in paragraph 2 below represents HAP's estimate of the fair market value of the property to be purchased,

THEREFORE, HAP and Sellers agree as follows:

1. **OPTION:** In consideration of the sum of \$1,000.00 (promissory note), the receipt and sufficiency of which are acknowledged, the undersigned (hereinafter called "Sellers"), who covenant to be the owners in fee simple thereof, for the Sellers and the Sellers' administrators, successors and assignees, offer and agree to sell and convey to the **Housing Authority of Portland** and grant to HAP the exclusive and irrevocable option and right to purchase, under the conditions provided in this Agreement ("Option"), the following described property ("Property"), located in Multnomah County, State of Oregon:

The West 132 feet of Lot Twenty (20) Eastwood Map 3149

2. **PURCHASE PRICE AND CLOSING:** The total purchase price for the Property is \$220,000.00. This amount includes the \$1,000.00 in paragraph 1. The purchase price shall be paid in full at closing. **Closing shall occur no later than March 30, 1996.** HAP shall be entitled to exclusive possession of the Property on and after the Closing Date. Time is of the essence of this Agreement.

3. **APPRAISAL:** The property will be appraised by an independent appraiser selected by HAP. The sellers will be advised in writing of the appraised value contained in the appraisal. If the appraised value of the property is greater than the purchase price

Mark,

See section 12

specified in paragraph 2 of this Option, HAP may elect to pay the appraised value, but it is not required to do so.

If HAP elects not to pay the appraised value, the sellers may withdraw their offer of sale or elect to continue the sale at the purchase price. If the sellers withdraw the offer of sale, the option price shall be returned to HAP.

If the appraised value is less than the purchase price in paragraph 2 of this Option, the Sellers may withdraw the offer and return the option price to HAP, or the Sellers may elect to continue the sale at the appraised value.

#### **4. FREE AND CLEAR TITLE; TITLE INSURANCE:**

(a) The Sellers shall convey the Property to HAP by a Personal Representative's Bargain and Sale Deed. The conveyance shall be free and clear of all liens and encumbrances except for the Permitted Encumbrances. The Permitted Encumbrances shall be determined as provided in this Paragraph 4.

(b) As soon as possible, Sellers shall deliver to HAP a Preliminary Title Report (the "Preliminary Commitment") issued by Stewart Title of Oregon, Inc. showing the status of Sellers' title to the Property, together with complete and legible copies of all instruments shown therein as exceptions to title. HAP shall, within ten (10) business days following receipt of such Preliminary Commitment, notify Sellers, in writing, of HAP's objection to any exception to Sellers' title to the Property as shown on said Preliminary Commitment, and the reasons for said objections. Any exceptions to Sellers' title not specifically objected to by HAP as provided for herein shall be deemed as accepted by HAP, shall be considered Permitted Encumbrances, and shall be included as exceptions in the conveyance of the Property from Sellers to HAP and in the policy of title insurance to be supplied to HAP by Sellers at closing. Sellers shall, within ten (10) business days from receipt of HAP's advice of an objection to any exceptions set forth on the Preliminary Commitment, notify HAP, with respect to each such exception, of Sellers' ability or inability to remove such exception. With respect to any exception which Sellers notify HAP of Sellers' inability to remove, HAP shall have ten (10) business days in which to accept such exception as a Permitted Encumbrance. Upon such acceptance, the exception shall become a Permitted Exception. If HAP fails to notify Sellers, in writing, of HAP's decision to accept any such exception within (10) business days, this Option shall be deemed to have been rescinded and of no further force or effect upon the parties and HAP's promissory note given as provided in Paragraph 2 above, shall be returned to HAP. As to any exception objected to by HAP which Sellers notify HAP of Sellers' ability to remove, Sellers shall have ten (10) business days in which to demonstrate to HAP's reasonable satisfaction that Sellers will be able to remove the exception at the time of closing. If Sellers fail to reasonably satisfy HAP of Sellers' ability to remove the exception at the time of closing within ten (10) business days, HAP shall have the right to rescind this Option and HAP's promissory note shall be returned.

(c) At closing, Sellers shall deliver to HAP an Owner's Standard Policy of Title Insurance, in the face amount of the purchase price, insuring HAP's title, subject only to the standard exceptions contained in such policies and the Permitted Exceptions determined as provided in subparagraph 4(b) above.

(d) Sellers and HAP agree that the improvements located upon the Property consist of a residence and a separate garage or shed. Upon delivery of possession of the Property to HAP, all right, title and interest of Sellers in the residence and garage/shed shall pass to HAP in the condition that exists on the date of closing. Sellers make no warranties regarding the condition of the residence and the garage/shed at the time of this Option or at the time of closing.

(e) Sellers warrant that there are no pending or threatened condemnation, litigation, administrative or similar proceedings affecting the Property.

**5. LENGTH OF OPTION:** This Offer shall be irrevocable for a period of 120 days. This Option shall expire if it is not exercised within 120 days from the date of Sellers' acceptance.

**6. NOTICE REQUIRED TO EXERCISE OPTION:** This Option may be exercised by HAP, at any time while the offer remains in force, by mailing or delivering in person to Sellers a written notice of HAP's intent to exercise the Option.

**7. CONTINGENCIES:** This Option is contingent upon the following conditions, which are intended solely for the benefit of HAP and which can be waived by HAP upon written notice to Sellers.

a. Subject to approval by the Board of Commissioners of the Housing Authority of Portland, by HAP's attorney the firm of Gilbertson, Brownstein, Rask, Sweeney, Kerr and Grim et al, of Portland, Oregon, by Multnomah County, **by the neighborhood association in which it resides**, and by RECD within 120 days of the date of this Option.

b. HAP to obtain from the City of Gresham Planning Department, within **60 days** of the date of this Option Agreement, written assurance that (i) construction of **40 multifamily residential units** is permitted on the Property without the necessity of a public hearing and/or construction of at least **30 multifamily residential units** and a **community service facility** is permitted and (ii) adequate water, sewer service, storm drainage, electrical service and fire protection services for at least 40 multifamily residential units or 30 units and a community service facility are available to the property for the use and benefit of the entire property.

c. There are no easement, right of way, lien, encumbrance, bankruptcy or other restrictions existing now or prior to closing which would adversely affect the use of the Property by HAP for the purpose of constructing 40 multifamily residential units.

d. The Property is not located in a flood plain, wetlands, or other environmentally sensitive area, and does not contain any hazardous substances which would adversely affect the use of the Property by HAP for the purpose of constructing 40 multifamily residential units or 30 multifamily residential units and a community service facility (see also paragraph 8 below).

e. Review and approval of soil tests, conducted within 90 days of the date of this Option, confirm the suitability of the property for construction of up to 40 multifamily apartment units or 30 units and a community service facility. HAP is responsible for the cost of these soil tests.

f. Review and approval by HAP of a site survey. Subject property is to be free of any encroachments or adverse uses. HAP will pay for the cost of the site survey.

g. Review and approval of a Level I environmental survey to be obtained by HAP.

h. This Option is contingent on receipt of full funding from Multnomah County for the purchase of the Property.

i. Sellers agree that Income Properties, Inc. is entitled to receive a commission upon the closing of the sale of the Property to HAP, which commission shall be payable by Sellers. Except for the commissions payable to Income Properties, Inc., Sellers and HAP represent unto each other that they are not obligated to pay any commission to any real estate broker or sales person in connection with the sale provided for in this Option. Further, each party agrees to indemnify and hold the other party harmless from any claim or demand for a commission or for fees by any real estate sales person or broker arising out of or based upon the conduct of such party with respect to this transaction.

**8. HAZARDOUS SUBSTANCES:** Sellers represent that Sellers have no actual knowledge nor reason to know that there are or have been any hazardous substances, as defined in ORS 465.200(9), in, on, buried under, or used on the property, and that there are not on the property any underground storage tanks that contain or previously contained any hazardous substances.

Sellers shall immediately notify HAP if Sellers learn of any past, present or future activity regarding hazardous materials on the property.

If HAP discovers any such hazardous substances on or within the Property or any such underground storage tanks, HAP will notify Sellers of such discovery. Upon receipt of such notification, Sellers shall be entitled to terminate the Option and HAP's promissory note shall be returned unless HAP agrees to proceed with the purchase of the Property and to indemnify and hold Sellers harmless from and against any claims arising as a result of such hazardous substances or underground storage tanks.

**9. RELOCATION:** Sellers warrant that there are no tenants or other residents on the site and understand that Sellers are not and will not be eligible to receive relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), implementing regulation at 49 CFR Part 24 or HUD program regulations.

**10. PROMISSORY NOTE:** Within two business days after Sellers sign this Option, the Promissory Note shall be delivered by HAP to Stewart Title of Oregon, Inc. and held in escrow and shall be released to Sellers in accordance with Paragraphs 2 and 11.

**11. REMEDIES:** If HAP fails to exercise the Option for any reason, other than for nonsatisfaction of the conditions and contingencies stated in paragraph 7 above, and other than for breach of this agreement by Sellers, then Sellers' sole recourse is to retain all option payments. If the conditions and contingencies stated in paragraph 7 are not met, then the option payment(s) will be refunded. If Sellers breach this agreement, HAP may either (1) terminate this Agreement and obtain the refund of all moneys previously paid to Sellers, or (2) pursue those remedies otherwise allowed by law or equity, including an action for specific performance of this Agreement.

**12. TAXES, ASSESSMENTS AND CLOSING COSTS:** The Sellers acknowledge that **real property taxes will not be prorated.** All real property taxes for past and current property tax years will be the exclusive liability of Sellers. For purposes of the preceding sentence, the word "current" refers to the property tax year in which the sale is closed. If the property has been given an ad valorem tax deferral, then at closing Sellers shall pay all deferred taxes and other charges due by reason of the loss of the deferral. Any outstanding special assessments or future installments thereon remaining unpaid against the property shall be paid in full at time of closing by the Sellers. Sellers shall place in escrow with Stewart Title, at closing, funds in the amount of \$15,000.00 to cover the anticipated assessment by the Mid County Sewer District for sewer construction and the connection fee for the house, if such assessment has not been levied at the time of closing. Notwithstanding any provision of this option appearing to the contrary, Sellers' obligation to pay sewer assessments shall in no event exceed \$15,000.00. If the amount held in escrow is greater than the assessment, the difference shall be returned to the sellers. Sellers and HAP shall each pay one-half of the escrow fee.

**13. RISK OF LOSS:** Loss or damage to the property except for any damage to the residence or the garage/shed which are located upon the property by any cause shall be at the risk of the Sellers until title has been conveyed to HAP.

**14. CONSENT TO ENTER:** Until the offer is terminated, Sellers give HAP, Multnomah County, RECD and their agents permission to enter the property for the purpose of appraisal, inspection, survey, and to conduct tests or studies that HAP deems necessary.



15. **ASSIGNABILITY:** This Option shall bind and inure to the benefit of the administrators, successors and assignees of the respective parties. HAP may assign to another its interest in the Property upon written notification to Sellers.

16. **ATTORNEY FEES:** In the event Sellers or HAP shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Option, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, as determined by the finder of fact, whether incurred in arbitration, suit or action or appeal from a judgment or decree therein.

17. **DATE OF OPTION:** The term "date of this Option" shall be the date by which both HAP and Sellers have signed this Option Agreement.


18. **ACCEPTANCE OF OPTION:** Sellers shall have 48 hours from the date and time this Option is signed by HAP in which to accept this offer, after which said offer shall become null and void.


19. **NOTICES:** Any notice required by this agreement shall be in writing and shall be delivered in person or by first class mail, certified.

20. **CONFIDENTIALITY:** Sellers shall not disclose or publicize the terms and conditions of this Option, except that Sellers may reveal such information in the course of the probate proceedings with respect to the administration of the Estate of Dale L. Davis if Sellers' attorneys determine that such disclosure is reasonably required.

Until further notice, Sellers' addresses are as stated.

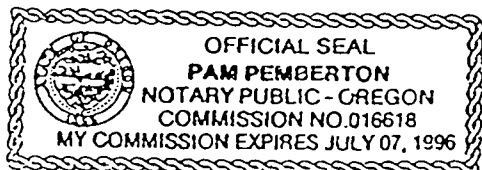
  
October 16, 1995  
Seller - Dennis L. Davis % Donald L. Alderton, 9815 S.E. Stark, Portland OR 97216

  
October 17, 1995  
Seller - Gloria Jean Davis % Farrand M. Livingston, Allen, Fellows, Livingston, et.al.,  
800 American Bank Building, 621 S.W. Morrison, Portland OR 97205-3811

  
October 16, 1995  
Buyer - Dennis L. West, Executive Director, Housing Authority of Portland, 135 S.W.  
Ash Street, Portland, Oregon 97204

State of Oregon  
County of Multnomah

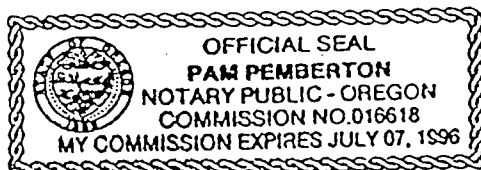
On this 16th day of October, 1995, before me personally appeared Dennis J. Davis personally known to me or whose identity I proved on the basis of drivers license to be the person(s) whose name(s) is/are subscribed to this instrument, and sworn that he/she executed the same.



Pam Pemberton  
Notary Public  
Commission Expires on July 7, 1996

State of Oregon  
County of Multnomah

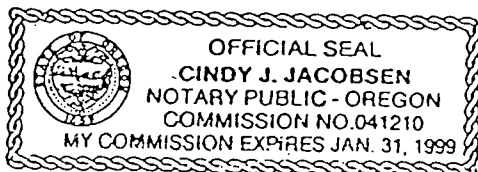
On this 17th day of October, 1995, before me personally appeared Gloria Jean Davis personally known to me or whose identity I proved on the basis of Drivers License to be the person(s) whose name(s) is/are subscribed to this instrument, and sworn that he/she executed the same.



Pam Pemberton  
Notary Public  
Commission Expires on July 7, 1996

State of Oregon  
County of Multnomah

On this 16th day of October, 1995, before me personally appeared Dennis L. West as Executive Director (title) of The Housing Authority of Portland (corporation) personally known to me or whose identity I proved on the basis of Knowledge to be the person(s) whose name(s) is/are subscribed to this instrument, and sworn that he/she executed the same.



Cindy J. Jacobsen  
Notary Public  
Commission Expires on 1/31/99

*Promissory Note*

COPY

\$1,000.00

Portland, Oregon

October 18, 1995

after date without grace the Housing Authority of Portland (HAP) promises  
to pay to the order of the Estate of Dale Leslie Davis, by and through Dennis L. Davis and  
Gloria Jean Davis, the Co-Personal Representatives of the Estate,

*One Thousand Dollars*

For Value received subject to the terms of the Option Agreement and Agreement to  
Purchase and Sell Real Property between the Estate and the Housing Authority of  
Portland signed October 17, 1995. Principal payable in Lawful Money of the United States  
at Portland, Oregon, and in case suit is instituted to collect this note or any portion  
thereof, HAP promises to

pay such additional sum as may be adjudged reasonable pursuant to the Option  
Agreement.

Due Date: March 30, 1996

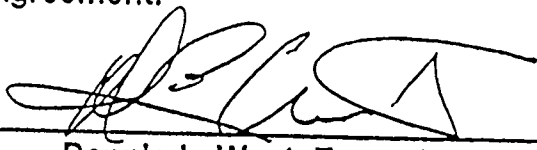
  
Dennis L. West, Executive Director

Exhibit B

TRUST DEED

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

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

The West 132 feet of Lot 20, EASTWOOD, in the City of Gresham, Multnomah County, Oregon. Commonly known as 19045 SE Yamhill Street, Gresham, OR

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

This conveyance is intended to secure: (a) the payment and performance of a promissory note of even date herewith made by Grantor and payable to Beneficiary, in the sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), the obligations under the note as well as all extensions, renewals and modifications thereof; (b) performance by Grantor its successors and assigns of the restrictions and obligations set forth in the Multnomah County Contract for Services dated \_\_\_\_\_, 1996, and (c) performance by Grantor, its successors and assigns of each agreement by Grantor included herein.

**AFTER RECORDING, RETURN TO:**

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

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

In any event, the date of maturity of the Promissory Note secured by this agreement shall be not later than February 1, 2031.

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

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

1. Grantor will promptly pay the Promissory Note secured by this Trust Deed when due according to its terms.
2. So long as this Trust Deed shall remain in force, Grantor will pay all taxes, assessments, liens and other charges which may be levied or assessed against the property.
3. Grantor will keep all the improvements erected on said premises in good order and repair and will not permit or cause any waste of the property. Prior to restoration or repair by Grantor, the property shall be considered in good order and repair if not in violation of City of Portland Code Sections 18.03.050 to 18.08.095.
4. Grantor will keep all present structures insured against loss or damage by fire, with extended coverage in an amount not less than the value shown on Beneficiary's tax records, in a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, and will allow the Beneficiary to examine all policies and renewals upon request.

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

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

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

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

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

and attorney fees; and second, to the indebtedness secured by this Trust Deed; and last, to Grantor.

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

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

STATE OF OREGON

) -  
)ss.  
)

County of Multnomah

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

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

My commission expires:  
\_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE

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

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

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

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

\_\_\_\_\_  
Beneficiary

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

Trust Deed



Exhibit C

PROMISSORY NOTE

The Housing Authority of Portland. (HAP hereinafter), an Oregon public body corporate and politic, promises to pay to Multnomah County the sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_), without interest, upon the happening of any accelerating event herein described.

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

The real property securing this note is described as follows:

The West 132 feet of Lot 20, EASTWOOD, in the City of Gresham, Multnomah County, Oregon. Commonly known as 19045 SE Yamhill Street, Gresham, OR.

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

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

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

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

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

By: \_\_\_\_\_  
Dennis L. West  
Executive Director  
Housing Authority of Portland

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

Attachment A:  
Service Elements and Contract Amounts

Contractor Name : HOUSING AUTHORITY OF PORTLAND-FARMWORKER VENDOR Code: 00052  
Contractor Address :  
135 SW ASH  
PORTLAND OR 97204  
Telephone : 273-4515 Fiscal Year : 95/96 Federal ID # : 93-6001547

Program Office Name : Community Development Housing Development/Rehab

Service Element Name : CD Purchase of Building/Closing Costs (H43C)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	4/1/96	6/30/96	Per Invoice	Cost Reimbursement	Reqt's			Reqt's
Total					Reqt's			Reqt's

Service Element Name : CD Purchase of Land (H43L)

Mod. #	Begin Date	End Date	Payment Method	Payment Basis	# of Units	Unit Description	Unit Rate	Amount
0	4/1/96	6/30/96	Per Invoice	Cost Reimbursement				\$220,000.00
Total								\$220,000.00

MEETING DATE: MAR 21 1996

AGENDA NO: C-3

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser for completion of Contract #15252 (Property purchased at auction).

Deed D961293 and Board Order attached.

3/21/96 ORIGINAL DEED & copies of ALL to TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: [Signature]

(OR)

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

In the matter of the Execution of )  
Deed D961293 Upon Complete Performance of ) ORDER  
a Contract to ) 96-39  
PAMELA MURRELL )

Dated at Portland, Oregon this 21st day of March, 1996.



Beverly Stein, Chair

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

DEED D961293

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to PAMELA MURRELL, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EXC PT IN GERMANTOWN RD, LOT 3 GERMANTOWN, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$28,800.00.

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. .

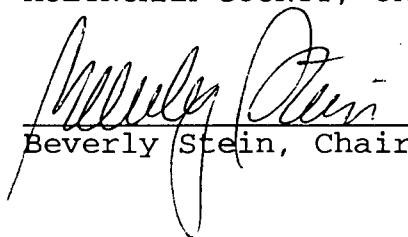
Until a change is requested, all tax statements shall be sent to the following address:

PAMELA MURRELL, 9140 N BUCHANAN, 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 21st day of March. 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.

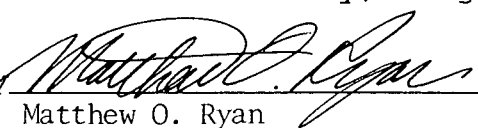


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair


REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

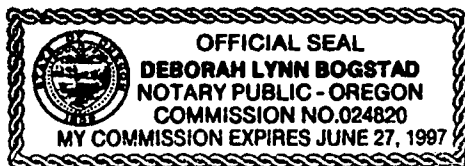
By   
K. A. Tuneberg

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-4  
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to contract purchaser for completion of Contract #15636  
(Property repurchased by former owner).

Deed D961294 and Board Order attached.

3/27/96 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

(OR)  
DEPARTMENT  
MANAGER: *James M. DeLoach*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D961294 Upon Complete  
Performance of a Contract to

EDWARD C. GREEN  
AND JOYCE M. GREEN

)  
) ORDER  
) 96-40  
)  
)  
)

It appearing that heretofore, on December 9, 1991, Multnomah County entered into a contract with EDWARD C. GREEN and JOYCE M. GREEN for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

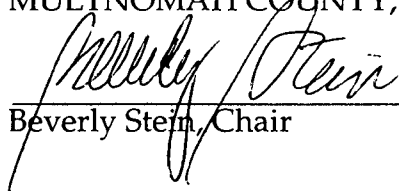
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 72 IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 21st day of March, 1996.

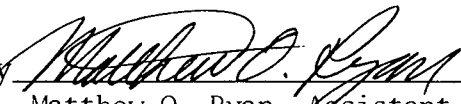


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant Counsel



DEED D961294

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to EDWARD C. GREEN and JOYCE M. GREEN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 72 IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,914.57.

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.

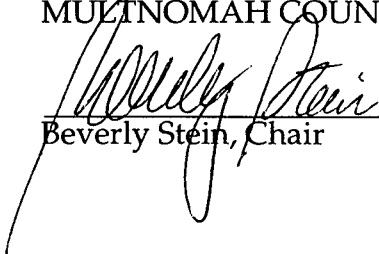
Until a change is requested, all tax statements shall be sent to the following address:

EDWARD C. GREEN & JOYCE M. GREEN  
3111 NE 14TH AVE  
PORTLAND, OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of March, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By 

K. A. Tuneberg

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-5  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to contract purchaser for completion of Contract #15750  
(Property purchased at Auction).

Deed D961296 and Board Order attached.

3/27/96 ORIGINAL DEED & copies of all to TAX title

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Larry E. Nicholas  
(OR)  
DEPARTMENT MANAGER: James M. De

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D961296 Upon Complete  
Performance of a Contract to

STEPHEN A. HOuze  
AND & SUSAN M. SVETKY

)  
) ORDER  
) 96-41  
)  
)  
)

It appearing that heretofore, on June 10, 1993, Multnomah County entered into a contract with STEPHEN A. HOuze and & SUSAN M. SVETKY for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

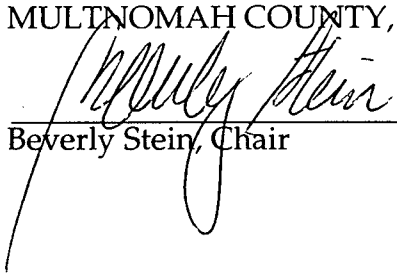
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A, TL #29 OF LOT 5, BLOCK 65 CARTERS ADD TO PORTLAND, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 21st day of March, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

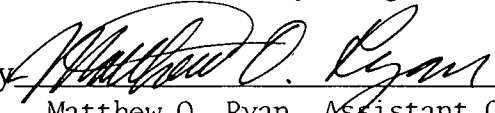
By   
Matthew O. Ryan, Assistant Counsel

EXHIBIT A

14040-4080

A tract of land in Lot 5, Block 65, CARTERS ADDITION to Portland a recorded subdivision in Multnomah County, State of Oregon described as follows:

Beginning 45' Southerly from the Northwest corner of Lot 5; thence Southerly 202'; thence Easterly 112'; thence Northerly 202'; thence Westerly 112' to the beginning.

DEED D961296

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to STEPHEN A. HOuze and & SUSAN M. SVETKY, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A, TL #29 OF LOT 5, BLOCK 65 CARTERS ADD TO PORTLAND, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,300.00.

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.

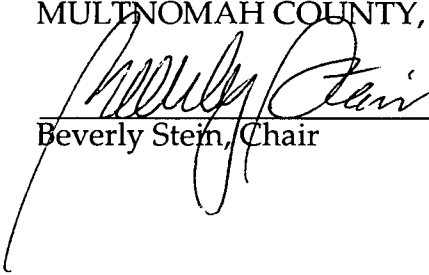
Until a change is requested, all tax statements shall be sent to the following address:

STEPHEN A. HOuze & & SUSAN M. SVETKY  
1965 SW MONTGOMERY PLACE  
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of March, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.

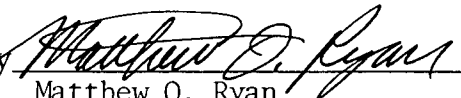


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair


REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg

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

EXHIBIT A

14040-4080

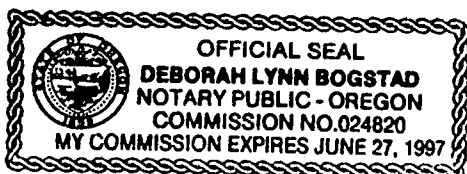
A tract of land in Lot 5, Block 65, CARTERS ADDITION to Portland a recorded subdivision in Multnomah County, State of Oregon described as follows:

Beginning 45' Southerly from the Northwest corner of Lot 5; thence Southerly 202'; thence Easterly 112'; thence Northerly 202'; thence Westerly 112' to the beginning.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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



MEETING DATE: MAR 21 1996  
AGENDA NO: C-6  
ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

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

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

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

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

Request approval of deed to Auction Purchaser, (purchaser bought property at 2/28/96 Auction, paid in full at auction).

Deed D961297 and Board Order attached.

3/27/96 ORIGINAL DEED AND COPIES OF ALL TO  
TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]  
OR  
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution  
of Deed D961297 for Certain Tax  
Acquired Property to

MARIE GONZALES

)  
)  
)  
)  
)

ORDER  
96-42

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from MARIE GONZALES a bid for the sum of \$4,100.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

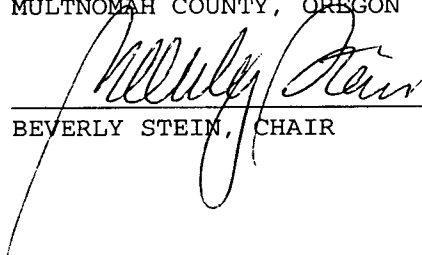
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT A, TL# 1900 0.39 ACRES SECTION 23, 1S 3E, a recorded subdivision in Multnomah County, State of Oregon.

Dated this 21st day of March, 1996



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
BEVERLY STEIN, CHAIR

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

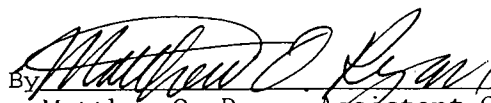
  
By Matthew O. Ryan, Assistant Counsel

EXHIBIT "A"

Being part of A Culbertson Donation Land Claim No. 74 and located in Section 23, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, commencing at the Northwest corner of tract of land conveyed to C A Palmquest and recorded in Book 47, Page 127, Record of Deeds of Multnomah County, State of Oregon; thence North  $84^{\circ} 23'$ , 196.0 feet; thence Northwesterly along the Westerly line of right of way which is fifty feet parallel to the center of P E P Co., Railroad a distance of 322.0 feet; thence South 278.0 feet to place of beginning.

DEED D961297

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MARIE GONZALES, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT A, TL# 1900 0.39 ACRES SECTION 23, 1S 3E, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,100.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

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

MARIE GONZALES, 14807 SE 117TH AVE CLACKAMAS OR 97015

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 21st day of March, 1996 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*  
Beverly Stein Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By *K. A. Tuneberg*  
K. A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

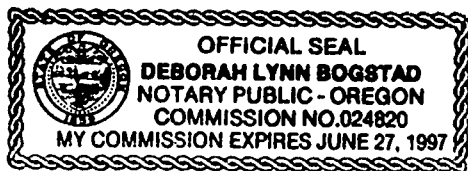
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Being part of A Culbertson Donation Land Claim No. 74 and located in Section 23, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, commencing at the Northwest corner of tract of land conveyed to C A Palmquest and recorded in Book 47, Page 127, Record of Deeds of Multnomah County, State of Oregon; thence North 84° 23', 196.0 feet; thence Northwesterly along the Westerly line of right of way which is fifty feet parallel to the center of P E P Co., Railroad a distance of 322.0 feet; thence South 278.0 feet to place of beginning.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-7

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Real Estate Purchase & Sale Agreement to Auction Purchaser.

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of REAL ESTATE PURCHASE & SALE AGREEMENT to Auction Purchaser JOHN E. MCKIBBEN. (JOHN E. MCKIBBEN purchased property at 2/28/96 auction, paid 10% down at time of sale, balance due May 28, 1996).

Real Estate Purchase & Sale Agreement and Board Order attached.

3/27/96 ORIGINAL AGREEMENT & COPIES OF ALL TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Lou E. Nicholas  
OR  
DEPARTMENT MANAGER: [Signature]

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:48  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Real Estate Purchase  
& Sale Agreement for the Sale of  
Certain Real Property to

JOHN E. MCKIBBEN

} ORDER  
96- 43  
}

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from JOHN E. MCKIBBEN a bid for the sum of \$150,000.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$11,112.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Real Estate Purchase & Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a Real Estate Purchase & Sale Agreement with JOHN E. MCKIBBEN for the sale of the following described real property:

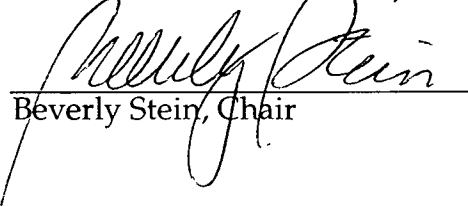
S 45' OF LOT 12, BLOCK 45 IRVINGTON, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$150,000.00, payable as follows: \$11,112.00 in cash upon the execution of this agreement, and the balance of \$138,888.00 to be paid in full on or by May 28, 1996. Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 21st day of March , 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON



Matthew O. Ryan, Assistant Counsel



## REAL ESTATE PURCHASE AND SALE AGREEMENT

JOHN E. MCKIBBEN, or assigns, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

S 45' OF LOT 12, BLOCK 45 IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

1. **Purchase Price and Terms of Payment:** The price shall be \$150,000.00, of which the sum of \$11,112.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of \$138,888.00 shall be paid in full on May 28, 1996 for completion of the purchase.
2. **Conveyance of Title:** Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.
3. **Right of Entry Prior to Closing:** Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify and hold harmless Seller from the against any claim arising from work performed on the property, at Purchaser's request, prior to closing.
4. **Property Sold "AS IS":** Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.
5. **Statutory Land Use Disclaimer:** The Property described in this instrument may not be within a fire protection district protecting structures. The Property is subject to land use laws and regulations, which in farm and forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. 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 the existence of fire protection for structures.
6. **Closing Date:** This transaction shall close on or before May 28, 1996 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.
7. **Possession:** Upon closing of the purchase the Purchaser shall be entitled to possession.
8. **Legal Fees and Modifications To This Agreement:** In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.
9. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Integration:** This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.
11. **Remedies:** If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain \$500 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
13. **Time is of the Essence:** Time is of the essence of this Agreement.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

**Notices to Seller:**

Name: MULTNOMAH COUNTY  
TAX TITLE UNIT

Address: PO Box 2716  
Portland OR 97208

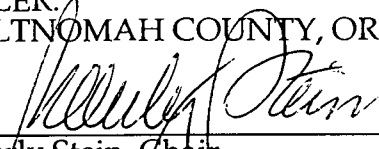
**Notices to Purchaser:**

JOHN E. MCKIBBEN

4119 NE 54TH  
PORTLAND OR 97218

**AGREED AND ACCEPTED:**

SELLER:  
MULTNOMAH COUNTY, OREGON

BY:   
Beverly Stein, Chair  
Multnomah County  
Board of Commissioners

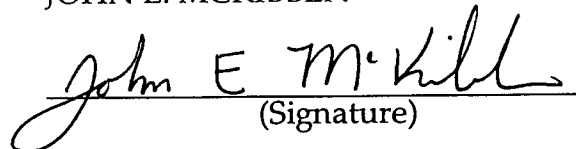


**REVIEWED**

BY:   
Multnomah County Counsel

**AGREED AND ACCEPTED:**

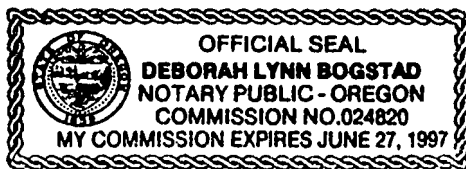
PURCHASER:  
JOHN E. MCKIBBEN

  
(Signature)

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-8  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchaser

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

Request approval of Purchase Contract #15805 to Auction purchaser, JEFFREY PAUL FISH.

Contract #15805 and Board Order attached.

3/27/96 original contract & copies of all to Tax Title

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: Lou E. Nicholas

OR

DEPARTMENT

MANAGER: James M. Jones

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15805	)	
for the Sale of Certain Real Property	)	ORDER
to	)	96-44
	)	
JEFFREY PAUL FISH	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from JEFFREY PAUL FISH a bid for the sum of \$31,000.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$6,560.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with JEFFREY PAUL FISH for the sale of the following described real property:

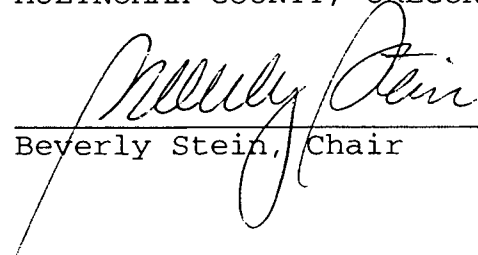
DESCRIBED ON EXHIBIT A, TL #1 OF LOT 3, EAGLES NEST, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$31,000.00, payable as follows: \$6,560.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$788.68 each, over a term of 36. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 21st day of March, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON


  
Matthew O. Ryan, Assistant Counsel

EXHIBIT A

That part of Lot 3 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as beginning at the Northeast corner of said Lot 3; thence South  $7^{\circ}11'50''$  East, 92.84 feet to an angle point in the boundary of said Lot 3; thence North  $88^{\circ}37'30''$  West, 40.00 feet to an angle point in the boundary of said Lot 3; thence South  $0^{\circ}27'00''$  West, 50.00 feet to an angle point in the boundary of said Lot 3; thence North  $88^{\circ}37'30''$  West, 28.10 feet to an angle point in the boundary of said Lot 3; thence North  $11^{\circ}55'15''$  West, 71.61 feet; thence North  $33^{\circ}30'$  East, 85.00 feet to a point in the North line of said Lot 3; thence Easterly along the Northerly line of said Lot 3 along the arc of a 40-foot radius curve through a central angle of  $36^{\circ}00'$ , a distance of 25.13 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

CONTRACT 15805

THIS AGREEMENT, made this 21st day of March, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JEFFREY PAUL FISH hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

DESCRIBED ON EXHIBIT A, TL #1 OF LOT 3, EAGLES NEST, a recorded subdivision in Multnomah County, State of Oregon.

**A. Purchase Price.**

Purchaser agrees to pay the sum of \$31,000.00, to be paid \$6,560.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$788.68 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

**B. Tax Payments**

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

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

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

**C. Terms and Conditions.**

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

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



3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

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

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

#### **D. Default**

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

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

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

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

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

#### **E. Tax Notice**

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

JEFFREY PAUL FISH, 1834 SW 58TH AVE STE 206, PORTLAND OR 97221

**F. Assignment**

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

**G. Conveyance of Title**

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

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.

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

By Jeffrey Paul Fish  
JEFFREY PAUL FISH



REVIEWED:

By Matthew J. Ryan  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

CONTRACT APPROVED:

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

EXHIBIT A

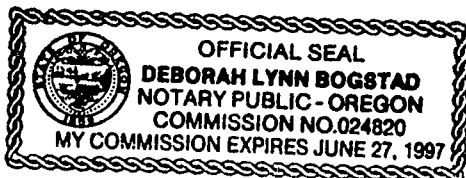
That part of Lot 3 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as beginning at the Northeast corner of said Lot 3; thence South  $7^{\circ}11'50''$  East, 92.84 feet to an angle point in the boundary of said Lot 3; thence North  $88^{\circ}37'30''$  West, 40.00 feet to an angle point in the boundary of said Lot 3; thence South  $0^{\circ}27'00''$  West, 50.00 feet to an angle point in the boundary of said Lot 3; thence North  $88^{\circ}37'30''$  West, 28.10 feet to an angle point in the boundary of said Lot 3; thence North  $11^{\circ}55'15''$  West, 71.61 feet; thence North  $33^{\circ}30'$  East, 85.00 feet to a point in the North line of said Lot 3; thence Easterly along the Northerly line of said Lot 3 along the arc of a 40-foot radius curve through a central angle of  $36^{\circ}00'$ , a distance of 25.13 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-9

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchaser

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

Request approval of Purchase Contract #15806 to Auction purchaser, MICHAEL TROJAN.

Contract #15806 and Board Order attached.

3/27/96 ORIGINAL CONTRACT & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

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

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15806	)	
for the Sale of Certain Real Property	)	ORDER
to	)	96-45
	)	
MICHAEL TROJAN	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from MICHAEL TROJAN a bid for the sum of \$26,240.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$6,560.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with MICHAEL TROJAN for the sale of the following described real property:

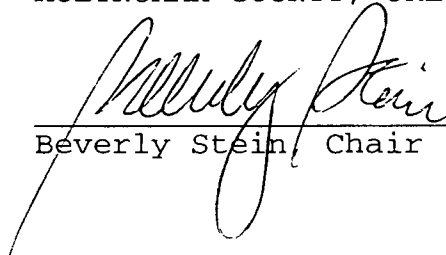
DESCRIBED ON EXHIBIT A, TL #2 OF LOTS 3 & 4, EAGLES NEST, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$26,240.00, payable as follows: \$6,560.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$908.23 each, over a term of 24. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 21st day of March , 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON


  
Matthew O. Ryan, Assistant Counsel



EXHIBIT A

That part of Lots 3 and 4 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as commencing at the most Northerly corner of said Lot 4; thence Southeasterly along the Northeasterly line of said Lot 4 along the arc of a 40-foot radius curve through a central angle of  $36^{\circ}00'$ , a distance of 25.13 feet to the actual point of beginning; thence continuing along said 40-foot radius curve through a central angle of  $16^{\circ}50'14''$ , a distance of 11.76 feet; thence South  $33^{\circ}30'$  West, 85.00 feet; thence South  $11^{\circ}55'15''$  East, 71.61 feet to an angle point in the South line of said Lot 3; thence North  $85^{\circ}45'39''$  West, 98.78 feet to the Southwest corner of said Lot 4; thence North  $0^{\circ}38'24''$  East along the West line of said Lot 4, 73.00 feet; thence South  $86^{\circ}11'43''$  East, 72.67 feet; thence North  $33^{\circ}30'$  East, 85.00 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

CONTRACT 15806

THIS AGREEMENT, made this 21st day of March, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MICHAEL TROJAN hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

DESCRIBED ON EXHIBIT A, TL #2 OF LOTS 3 & 4, EAGLES NEST, a recorded subdivision in Multnomah County, State of Oregon.

**A. Purchase Price.**

Purchaser agrees to pay the sum of \$26,240.00, to be paid \$6,560.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$908.23 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

**B. Tax Payments**

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

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

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

**C. Terms and Conditions.**

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

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

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

#### **D. Default**

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

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

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

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

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

#### **E. Tax Notice**

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

MICHAEL TROJAN, 16217 SW SHELTON ST, BEAVERTON OR 97007

**F. Assignment**

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

**G. Conveyance of Title**

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

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.

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By

Beverly Stein  
Beverly Stein, Chair

By

Michael Trojan  
MICHAEL TROJAN



REVIEWED:

By

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

CONTRACT APPROVED:

By

K. A. Jumburg  
Janice M. Druian, Director  
Assessment & Taxation

EXHIBIT A

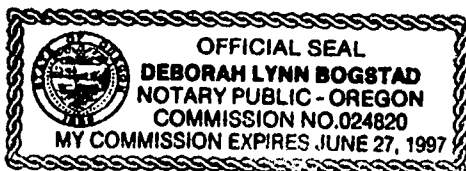
That part of Lots 3 and 4 of the duly recorded plat of EAGLES NEST, Multnomah County, Oregon, described as commencing at the most Northerly corner of said Lot 4; thence Southeasterly along the Northeasterly line of said Lot 4 along the arc of a 40-foot radius curve through a central angle of  $36^{\circ}00'$ , a distance of 25.13 feet to the actual point of beginning; thence continuing along said 40-foot radius curve through a central angle of  $16^{\circ}50'14''$ , a distance of 11.76 feet; thence South  $33^{\circ}30'$  West, 85.00 feet; thence South  $11^{\circ}55'15''$  East, 71.61 feet to an angle point in the South line of said Lot 3; thence North  $85^{\circ}45'39''$  West, 98.78 feet to the Southwest corner of said Lot 4; thence North  $0^{\circ}38'24''$  East along the West line of said Lot 4, 73.00 feet; thence South  $86^{\circ}11'43''$  East, 72.67 feet; thence North  $33^{\circ}30'$  East, 85.00 feet to the point of beginning.

The basis of bearings in this description is the plat of EAGLES NEST.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996

AGENDA NO: C-10

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchaser

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

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

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

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

Request approval of Purchase Contract #15807 to Auction purchaser, DANNY RALSTON.

Contract #15807 and Board Order attached.

3/27/96 ORIGINAL CONTRACT AND COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: Larry E. Nicholas

OR

DEPARTMENT

MANAGER: James H. Dunn

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95



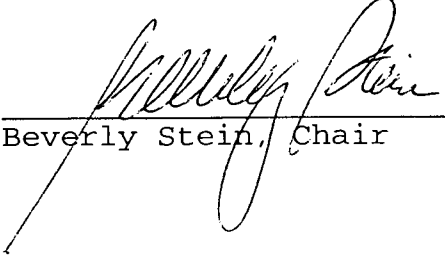
In the Matter of Contract 15807 )  
for the Sale of Certain Real Property ) ORDER  
to ) 96-46  
 )  
DANNY RALSTON )

for the sum of \$20,500.00, payable as follows: \$1,200.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$890.70 each, over a term of 24. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 21st day of March, 1996.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Matthew O. Ryan, Assistant Counsel

CONTRACT 15807

THIS AGREEMENT, made this 21st day of March, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and DANNY RALSTON hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

S 1/2 OF LOT 2, BLOCK 9, S 1/2 OF LOT 1, BLOCK 9, STANSBERRYS ADD, a recorded subdivision in Multnomah County, State of Oregon.

**A. Purchase Price.**

Purchaser agrees to pay the sum of \$20,500.00, to be paid \$1,200.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$890.70 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

**B. Tax Payments**

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

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

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

**C. Terms and Conditions.**

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

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

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

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

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

#### **D. Default**

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

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

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

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

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

#### **E. Tax Notice**

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

DANNY RALSTON, 4808 SE 72ND, PORTLAND OR 97206

**F. Assignment**

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

**G. Conveyance of Title**

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

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.

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

By Danny Balston  
DANNY BALSTON



REVIEWED.

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

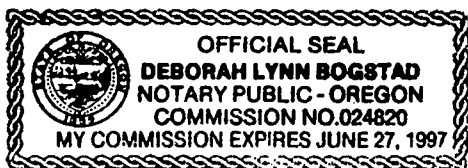
CONTRACT APPROVED:

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: MAR 21 1996  
AGENDA NO: C-11  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Purchase Contract to Auction Purchasers.  
BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_  
REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: 5 minutes  
DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title  
PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

Request approval of Purchase Contract #15809 to Auction purchasers,  
ALLEN B. STRECKER & KEN A. HOADLEY.

Contract #15809 and Board Order attached.

3/27/96 ORIGINAL CONTRACT & COPIES OF ALL TO TAX TITLE

**SIGNATURES REQUIRED:**

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

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 10:49  
MULTNOMAH COUNTY  
OREGON



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15809	)	
for the Sale of Certain Real	)	ORDER
Property to	)	96-47
	)	
ALLEN B. STRECKER	)	
KEN A. HOADLEY	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from ALLEN B. STRECKER and KEN A. HOADLEY a bid for the sum of \$11,000.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$6,000.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with ALLEN B. STRECKER and KEN A. HOADLEY for the sale of the following described real property:

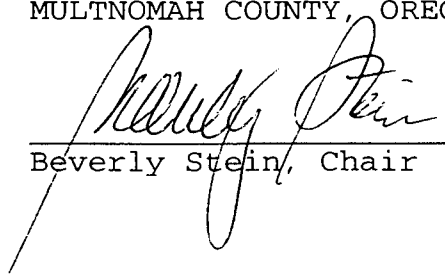
LOTS 1-4, BLOCK 3 EASTOVER, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$11,000.00, payable as follows: \$6,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$230.75 each, over a term of 24. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

DATED this 21st day of March, 1996.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Matthew O. Ryan, Assistant Counsel

CONTRACT 15809

THIS AGREEMENT, made this 21st day of March, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ALLEN B. STRECKER and KEN A. HOADLEY hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

LOTS 1-4, BLOCK 3 EASTOVER, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$11,000.00, to be paid \$6,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$230.75 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

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

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

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, and May 15).

C. Terms and Conditions.

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

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

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

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

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

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

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

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

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

#### D. Default

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

1. Purchasers fail to make any payment within ten days after it is due;

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

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

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

#### E. Tax Notice

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

ALLEN B. STRECKER  
KEN A. HOADLEY, 4850 SW SCHOLLS FERRY RD STE 102, PORTLAND OR  
97225

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchasers.

G. Conveyance of Title

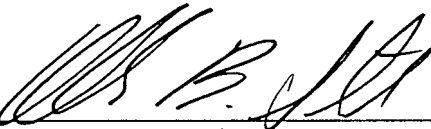
Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

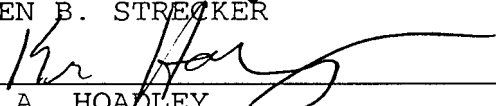
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

IN WITNESS WHEREOF, Purchasers have set their hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON

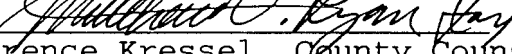
By   
Beverly Stein, Chair

By   
ALLEN B. STRECKER

By   
KEN A. HOADLEY



REVIEWED:

By   
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

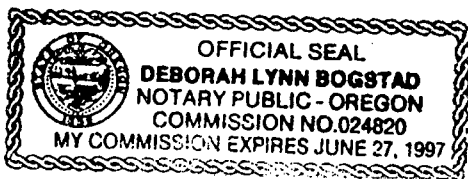
CONTRACT APPROVED:

By   
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 21st day of March, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: March 21, 1996

AGENDA #: C-12

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Quitclaim Deed to Candy Wadington

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: March 21, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: County Counsel

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

CONTACT: Matthew Ryan

TELEPHONE #: 248-3138

BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Matthew Ryan

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

ORDER in the Matter of Authorizing Chair to Execute a  
Quitclaim Deed to Tract A, Peace Rose Subdivision, to  
Candy Wadington

3/21/96 ORIGINAL DEED & COPY of ALL to MATT RYAN

### SIGNATURES REQUIRED:

ELECTED

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

(OR)

DEPARTMENT

MANAGER: 

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 11 PM 5:11  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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





# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN, CHAIR  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

COUNTY COUNSEL  
LAURENCE KRESSEL  
CHIEF ASSISTANT  
SANDRA N. DUFFY  
ASSISTANTS  
J. MICHAEL DOYLE  
KATIE GAETJENS  
GERALD H. ITKIN  
STEVEN J. NEMIROW  
HELLE RODE  
MATTHEW O. RYAN  
JOHN S. THOMAS  
JACQUELINE A. WEBER

## MEMORANDUM

TO: Board of County Commissioners  
Beverly Stein; Tanya Collier;  
Dan Saltzman; Gary Hansen; Sharron Kelley

FROM: Matthew O. Ryan (106/1530)  
Assistant County Counsel

DATE: March 8, 1996

SUBJECT: Quitclaim Deed to Candy Wadington to One  
Foot Strip in Peace Rose Subdivision

### I. RECOMMENDATION/ACTION REQUESTED

Board approval of Quitclaim Deed from the County to Candy Wadington of a one foot strip of land more particularly described as:

Tract A, Peace Rose Subdivision, Multnomah County, Oregon

### II. BACKGROUND ANALYSIS

In 1969, as a condition of approval of the Peace Rose Subdivision by the County, the applicants were required to convey to the County fee title to three one foot strips along the right of way within the subdivision. Alberta Brown and Charles Brown, who were contract purchasers of the real property, signed the subdivision plat as applicants. However, as contract purchasers they could not convey fee title to the property on the plat.

The County then attempted to get a deed from the true owners Gene and Marion Pearson. But the Pearsons never conveyed the one foot strips to the County. Finally, when the Browns paid off their contract the one foot strips were not conveyed to them either. The Pearsons retained ownership of the three narrow strips.

March 8, 1996  
Page 2

It is my understanding, Ms. Wadington is the Browns' successor in interest. Ms. Wadington has purchased one of the one foot strips from the Pearsons. However, the Browns' earlier conveyance to the County, apparently has caused a cloud on Ms. Wadington's title to that one foot strip. Consequently, Stewart Title Co., on behalf of Ms. Wadington, has requested the County execute the attached quitclaim deed to clear the title. Ms. Wadington needs the strip for street access to her property.

The County several years ago transferred jurisdiction over the underlying right of way (N.E. Oregon Street and NE 161st Avenue) to the City of Portland. It is my understanding that neither the County or the City has any further interest in this property.

III. FINANCIAL IMPACT

None.

IV. LEGAL ISSUES

See discussion in II.

V. CONTROVERSIAL ISSUES

None.

VI. LINK TO CURRENT COUNTY POLICY

Consistent with County Policy.

VII. CITIZEN PARTICIPATION

Not applicable.

VIII. OTHER GOVERNMENT PARTICIPATION

The City of Portland has been involved with negotiations on this issue.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

IN THE MATTER OF A QUITCLAIM )  
DEED TO TRACT A, PEACE ROSE )  
SUBDIVISION TO CANDY WADINGTON)

ORDER NO. 96-48

WHEREAS, in 1970 a deed from grantors Alberta and Charles S. Brown to Multnomah County to a one foot wide strip of land situated in Multnomah County, Oregon; more particularly described as follows:

Tract A, Peace Rose Subdivision

was recorded in Book 744 at Page 1263 of the records of Multnomah County and;

WHEREAS, the County originally sought the Browns' conveyance of the strip for road purposes but the jurisdiction for the underlying right of way has been transferred to the City of Portland; and

WHEREAS, the Browns' conveyance to the County did not convey fee title to the County because the Browns were only contract purchasers at that time of the conveyance and never acquired title to the one foot strip at issue, and

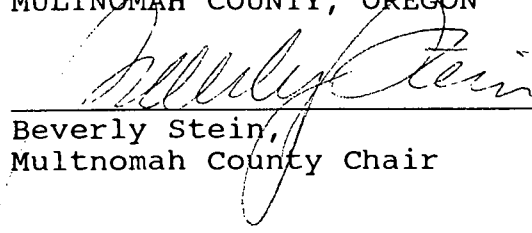
WHEREAS, the Browns's conveyance has created a cloud on the title for the present owner of the above described one foot strip of land, Candy Wadington, and

WHEREAS, the County desires to clear the record title to the above described property.

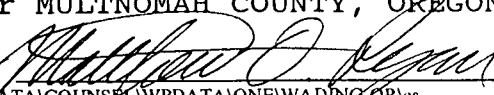
NOW THEREFORE, IT IS HEREBY ORDERED that the Chair of Board execute the attached Quitclaim Deed to the above described property to Candy Wadington.

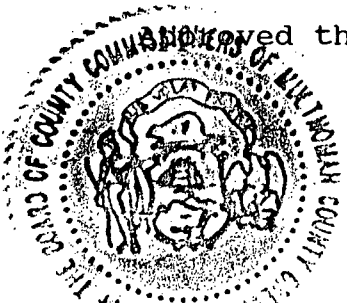
Reviewed this 21st day of March, 1996.

MULTNOMAH COUNTY, OREGON

  
Beverly Stein,  
Multnomah County Chair

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

By   
F:\DATA\COUNSEL\WPDATA\ONE\WADING\OR\cs  
Matthew O. Ryan, Assistant Counsel



QUITCLAIM DEED

KNOWN ALL MEN BY THESE PRESENTS, that COUNTY OF MULTNOMAH, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto CANDY WADINGTON , hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of the Grantors' right, title and interest in that certain property in the County of Multnomah, State of Oregon, described as follows, to-wit:

Tract A, PEACE ROSE subdivision, in the County of Multnomah, State of Oregon

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration for this conveyance is other value.

In construing this Deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 21st day of March, 1996, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its Board of Directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING 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.

MULTNOMAH COUNTY

By:

Beverly Stein, Chair

Multnomah County Board of Commissioners

STATE OF OREGON )

) ss.

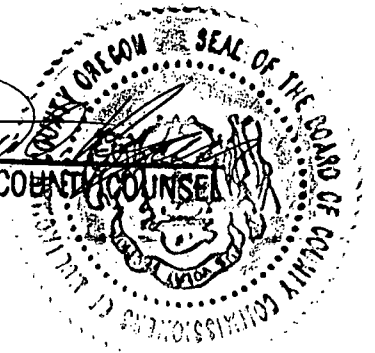
County of Multnomah )

This instrument was acknowledged before me on  
March 21, 1996, by  
Beverly Stein as  
Chair, Board of Commissioners for the  
County of Multnomah

REVIEWED

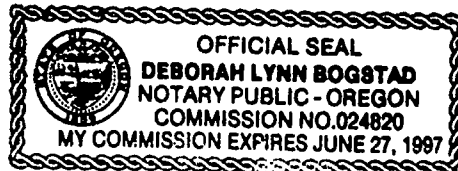
By:

Multnomah County Counsel



Deborah Lynn Bogstad  
NOTARY PUBLIC FOR OREGON

My commission expires: 6/27/97



UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS  
SHALL BE SENT TO THE FOLLOWING ADDRESS:

RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO:

MEETING DATE: MAR 21 1996

AGENDA #: C-13

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: United States Marshals Services

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Juvenile Justice Services

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

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

BLDG/ROOM#: 311/DJJS

PERSON(S) MAKING PRESENTATION: Jim Anderson / Rich Scott

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

### SUGGESTED AGENDA TITLE:

**Intergovernmental Revenue Agreement 700226 with the United States Marshals Services for Use of the Detention Complex to hold youth charged with or convicted of violations of federal law or held as material witness.**

3/27/96 ORIGINALS TO ALANDRIA TAYLOR  
SIGNATURES REQUIRED:

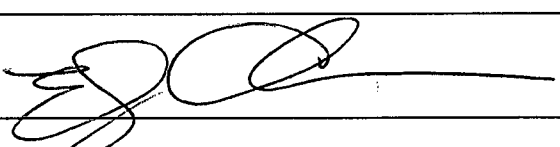
ELECTED

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

(OR)

DEPARTMENT

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



BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 11 PM 4:49  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460  
TDD 248-3561

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

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Elyse Clawson, Director**  
**Department of Juvenile Justice Services**

**DATE: January 28, 1996**

**SUBJECT: Approval of a Retroactive Intergovernmental Agreement between the United States Marshals Services (USMS) and the Department of Juvenile Justice Services (DJJS)**

**I. RECOMMENDATION/ACTION REQUESTED:**

The Department of Juvenile Justice Services recommends the Board's approval of a Retroactive Intergovernmental Agreement to allow the United States Marshals Services the use of the DJJS Detention Complex to hold youth who are charged with or convicted of violations of Federal Law or held as material witness.

**II. BACKGROUND/ANALYSIS:**

The DJJS operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the DJJS Complex rendering it satisfactory for use by the USMS for the housing, safekeeping and subsistence of juveniles offenders.

**III. FINANCIAL IMPACT:**

This revenue agreement adds \$40,000 to the DJJS Budget.

**IV. LEGAL ISSUES:**

N/A

**V. CONTROVERSIAL ISSUES:**

N/A

**RETROACTIVE STATUS:**

This Agreement is retroactive to October 1, 1995 due to contract negotiations.

**VI. LINK TO CURRENT COUNTY POLICIES:**

This Agreement supports the DJJS philosophy of offering detention services to other governmental entities that require housing, and safekeeping of juvenile offenders.

**VII. CITIZEN PARTICIPATION:**

N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:**

N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract #700226

Prior-Approved Contract Boilerplate: \_\_\_\_\_ Attached: \_\_\_\_\_ Not Attached

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

<p align="center"><b>CLASS I</b></p> <p>[ ] Professional Services under \$25,000</p> <p>[ ] Intergovernmental Agreement under \$25,000</p>	<p align="center"><b>CLASS II</b></p> <p>[ ] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[ ] PCRB Contract</p> <p>[ ] Maintenance Agreement</p> <p>[ ] Licensing Agreement</p> <p>[ ] Construction</p> <p>[ ] Grant</p> <p>[X] Revenue</p>	<p align="center"><b>CLASS III</b></p> <p>[X] Intergovernmental Agreement over \$25,000</p> <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # C-13 DATE 3/21/96</p> <p align="center">DEB BOGSTAD</p> <p align="center"><b>BOARD CLERK</b></p>
--	--	--

Department: Juvenile Justice Services Division: \_\_\_\_\_ Date: 2/28/96

Contract Originator: Jim Anderson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: **This Retroactive Intergovernmental Revenue Agreement allows the U.S. Marshals Services (USMS) the use of the DJJS Detention Complex to hold youth who are charged with or convicted with or convicted of violations of Federal Law or held as material witness.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is [ ] MBE [ ] WBE [ ] QRF [X] N/A [ ] None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>United States Marshals Service</u></p> <p>Mailing Address: <u>620 Southwest Main Street</u></p> <p align="center"><u>Portland, Oregon 97205-3087</u></p> <p>Phone: <u>326-2209</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>October 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>40,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>40,000</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <table style="width:100%;"> <tr> <td style="width:50%;">Payment Schedule</td> <td style="width:50%;">Terms</td> </tr> <tr> <td>[ ] Lump Sum \$ _____</td> <td>[ ] Due on Receipt</td> </tr> <tr> <td>[ ] Monthly \$ _____</td> <td>[ ] Net 30</td> </tr> <tr> <td>[ ] Other \$ _____</td> <td>[ ] Other</td> </tr> <tr> <td colspan="2">[ ] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[ ] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [ ] No [ ]</td> </tr> </table>	Payment Schedule	Terms	[ ] Lump Sum \$ _____	[ ] Due on Receipt	[ ] Monthly \$ _____	[ ] Net 30	[ ] Other \$ _____	[ ] Other	[ ] Requirements contract - Requisition Required		Purchase Order No. _____		[ ] Requirements Not to Exceed \$ _____		Encumber: Yes [ ] No [ ]	
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[ ] Lump Sum \$ _____	[ ] Due on Receipt																
[ ] Monthly \$ _____	[ ] Net 30																
[ ] Other \$ _____	[ ] Other																
[ ] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[ ] Requirements Not to Exceed \$ _____																	
Encumber: Yes [ ] No [ ]																	

**REQUIRED SIGNATURES:**

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

Date: 2-28-96

Purchasing Manager: \_\_\_\_\_

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

(Class II Contracts Only)

County Counsel: Latie Gault

Date: 3/11/96

County Chair/Sheriff: Deerly Allen

Date: 3/21/96

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

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

(Class I, Class II Contracts Only)

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

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



U.S. GOVERNMENT PRINTING OFFICE: 1967 O 345-717-54126 000-000-000

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
2 of 8

ARTICLE I - PURPOSE

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the U.S. Marshals Service (USMS) and other federal user agencies (the Federal Government) and Multnomah County (the Local Government) for the detention of persons charged with or convicted of violations of Federal law or held as material witnesses (federal prisoners) at the Donald E. Long Home (the facility).

ARTICLE II - SUPPORT AND MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government.

2. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided local prisoners. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners shall be charged the same rate as local prisoners.

3. The Local Government agrees to notify the U.S. Marshal as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

4. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three/seven days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

5. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

6. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
3 of 8

7. The Local Government agrees to notify the U.S. Marshal as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE III - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e. DEA, INS, etc.) or to a Deputy United States Marshal. Those prisoners who are remanded to custody by a U.S. Marshal (USM) may only be released to a USM or an agent specified by the USM of the Judicial District.

3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.

4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District U.S. Marshal.

ARTICLE IV - PERIOD OF PERFORMANCE

This Agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the U.S. Marshal. Such notice will be provided 30 days in advance of the effective date of formal termination and at least two weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
4 of 8

ARTICLE V - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period or as provided for in an approved annual operating budget for detention facilities.

2. The Federal Government shall reimburse the Local Government at the fixed day rate identified on page 1 of this Agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve months.

3. The rate covers one (1) person per "prisoner day". The Federal Government may not be billed for two days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival but not for the day of departure.

4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least 60 days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost and Pricing Data Sheet which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USM.

5. Criteria used to evaluate the increase or decrease in the per-diem rate shall be those specified in the federal cost standards for contracts and grants with State and Local Governments issued by the Office of Management and Budget.

6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized local official to the USM.

7. Unless other justifiable reasons can be documented by the Local Government, per-diem rate increases shall not exceed the National Inflation rate as established by the U.S. Department of Labor, Bureau of Labor Statistics.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
5 of 8

ARTICLE VI - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the Federal Agencies listed below for certification and payment.

United States Marshals Service  
420 U.S. Courthouse  
620 Southwest Main Street  
Portland, OR 97205-3087  
  
(503) 326-2209

Federal Bureau of Prisons  
Community Corrections Office  
3160 Jackson Federal Building  
915 Second Avenue  
Seattle, WA 98174  
  
(206) 553-4441

Immigration and Naturalization Service  
P.O. Box 30110  
Laguna Niguel, CA 92607-0110  
  
(213) 831-8205

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per-diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 U.S.C. 1801) is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

4. Payment under this agreement will be due on the thirtieth (30th) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a nonworking day (e.g. Saturday, Federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
6 of 8

ARTICLE VII - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess Federal property to local governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.

2. The Local Government agrees to inventory, maintain, repair, assume liability for and manage all federally provided accountable as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the U.S. Marshal and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000.00 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.

3. The suspension of use or restriction of bed space made available to the Marshals Service are agreed to be grounds for the recall and return of any or all government furnished property.

4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations Division.

5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
7 of 8

ARTICLE VIII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by the USMS Chief, Prisoner Operations Division and submitted to the Local Government on form USM 242 for approval.

2. Questions or concerns pertaining to this agreement are to be directed to the U.S. Marshal. Disputes, space guarantee questions, and unresolved issues are to be directed to the Chief, Prisoner Operations Division, USMS Headquarters.

ARTICLE IX - INSPECTIONS

1. The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA Agreement are:

1. Adequate, trained jail staff will be provided 24 hours a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24 hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

Intergovernmental Service Agreement Schedule

IGA No.  
65-95-0051

Page No.  
8 of 8

ARTICLE X - AVAILABILITY OF FUNDS

The Federal Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment can be made and no legal liability on the part of the Government for any payment may arise until such funds are available.



INTERGOVERNMENTAL REVENUE SERVICE AGREEMENT  
UNITED STATES MARSHALS SERVICE  
Page 9

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

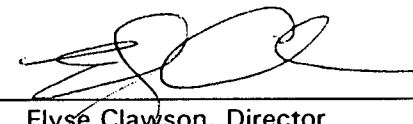
By: \_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Contractor's I.D. No.

By:   
Beverly Stein, Chair  
Board of County Commissioners

Date: March 21, 1996

By:   
Elyse Clawson, Director  
Department of Juvenile Justice Services

Date: 2-28-96

By: \_\_\_\_\_  
Jim Anderson  
Program Manager

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

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By:   
Assistant County Counsel  
Katie Gaetjens

Date: 3/11/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-13 DATE 3/21/96  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: MAR 21 1996

AGENDA #:

R-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Award Presentation

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: March 21, 1996

AMOUNT OF TIME NEEDED: 1-2 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: x3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer - CHAIR Beverly Stein -

#### ACTION REQUESTED:

☒ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☐ APPROVAL   ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Professional Secretary Recognition Award presented to Theresa Sullivan, Finance Division. In recognition and appreciation by the Oregon Trail Chapter for participation and loyalty to Professional Secretaries International's mission, "to be the acknowledged, recognized leader of office professionals and to enhance their individual and collective value, image, competence and influence."

#### SIGNATURES REQUIRED:

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

(OR)

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



BOARD OF  
COUNTY COMMISSIONERS  
96 MAR -5 PM 4:03  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Meeting Date: ~~MAR 14 1996~~ MAR 21 1996  
Agenda No: R-4 R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Exempt employee job title and salary range revisions

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

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

REGULAR MEETING: Date Requested: March 14, 1996

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This proposed Ordinance amends Ordinance No. 822 and reflects routine updating of the exempt employee compensation system to: (1) Delete classifications no longer needed; (2) Create new classifications; (3) Describe the effect on employees; and (4) Authorize a special adjustment. As detailed in the briefing memo, the fiscal impact is less than \$24,000 annualized. Actual cost for the remainder of FY 1995-96 is estimated at \$7,896.

3/21/96 copies to Curtis Smith

3/22/96 copies to Ordinance Distribution List

**SIGNATURES REQUIRED:**

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

OR

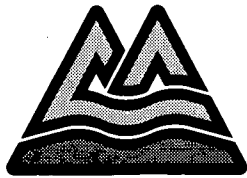
DEPARTMENT MANAGER: \_\_\_\_\_

*Beverly Stein*  
*Curtis Smith*

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 14 PM 2:47  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

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

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: March 4, 1996

REQUESTED PLACEMENT DATE: March 14, 1996

RE: Ordinance amending Ordinance No. 822, in order to add and delete exempt pay ranges and job titles.

- I. Recommendation/Action Requested: Adoption of Ordinance amending Ordinance No. 822.
- II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

History. In October of 1993, the Department of Social Services ceased to exist when all of the positions within its administration budget were vacated. In December of 1993, the Mental Health Division and the Housing and Community Services Divisions ceased to exist as separate entities and merged to become the Community and Family Services Division. In July 1995, Juvenile Justice, Aging Services, and Community and Family Services became Departments.

In the development/evolution of these new departments, several phases of organizational development have occurred, and the final phase is currently underway. The first phase was to develop a new organizational culture that values the tenets of quality management and employee collaboration and participation.

Community and Family Services is now an \$85 million organization with over 330 employees. The management structure has been defined and programs have been aligned to assure that services are provided at the level clients need, are the most cost efficient, and meet the standards of effective managed care service models. There is now additional emphasis on performance-based evaluation and outcome measurements.

Juvenile Justice Services is now a \$19 million organization with over 223 employees. This department will be spearheading innovative and comprehensive education and intervention strategies involving significant collaboration with numerous stakeholders. This requires a redefined organizational structure to provide the leadership the department will need to plan, develop and evaluate performance and develop outcome measurements.

The classification changes included in this amendment will provide equity across departments and consistency between comparable organizations within the County. The new classifications provide identity with the new departments and a framework within which future organizational refinements can be easily implemented.

Section II of the Ordinance deletes 29 classifications that are no longer needed, due to departmental reorganization of responsibilities. Besides the Community & Family Services and Juvenile Justice Services reorganizations mentioned above, the additional following reorganizations are reflected:

- 1) The specific titles for each department manager and each management assistant are deleted and replaced by the general titles of "Department Manager" and "Management Assistant." This will make the salary and title plan easier to maintain.
- 2) The "Planning Manager" title is deleted to complete the reorganization of the land use planning function.
- 3) Titles are deleted and added to reflect the merging of the Tax Collection and Records sections in Assessment & Taxation.

Section III of the Ordinance adds 18 new classifications. The new classifications in the departments of Community & Family Services and Juvenile Justice Services broadly define the level of responsibility within the department, yet allow flexibility for organizational change, growth and other Departmental needs. The "Planner/Principal" is being added to complete the reorganization of the land use planning function. The "Information Technology Manager/Senior" is the new position created by the Board to manage the County's information technology efforts. The "Tax Collection/Records Administrator" and "Tax Collection/Records Manager" are added to manage the new combined section in Assessment & Taxation.

Section IV of the Ordinance specifies that employees in exempt classifications at the time they are created are reclassified and may be eligible for salary increases within the limits of Ordinance 778, Section IX (A) and (B), which is the Board's regular pay administration policy.

Section V of the Ordinance authorizes a special salary adjustment for the manager of the Department of Community and Family Services. This adjustment makes the incumbent's salary comparable to that of the directors of the other two departments that were created at the same time.

- III. Financial Impact: There is no new financial impact of this Ordinance to the General Fund. Any cost adjustments from pay increases will be absorbed within current budgeted funds by the respective departments. For the remainder fiscal year 1995-96 we estimate this will amount to \$7,896. The annualized cost is estimated at \$23,687.
- IV. Legal Issues: None.
- V. Controversial Issues: None
- VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

BUDGET & QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners  
FROM: Dave Warren **DCW**  
DATE: March 4, 1996  
SUBJECT: Fiscal Impact of March 14, 1996 Exempt Ordinance Changes

The proposed changes to Ordinance 822, the Exempt Employee Ordinance, results in nine employees receiving an increase in base pay. Employee Services has computed the full year cost of these increases, and they are summarized below. Since the changes will occur in March, the costs for 1995-96 will be \$7,896.

Old Classification	FTE	New Classification	Full Year Cost
Department Director / CFS	1.0	Department Director	2,584
Community and Family Services Manager / Assistant	1.0	Deputy Director/CFS	2,904
Community and Family Services Support Services Manager	1.0	CFS Manager / Senior	1,015
Contract Mgr, Data Systems Administrator	2.0	CFS Manager	2,904
Case Mgt Supervisor	1.0	CFS Supervisor	1,368
Juvenile Counseling Supervisor	2.0	Juvenile Justice Supervisor	8,400
Data Systems Manager	1.0	Juvenile Justice Manager	4,512
Total Annual Cost			23,687

Note that this cost is not a request for additional appropriations. The departments involved will not request additional spending authority in 1995-96, nor will they receive additional General Fund allocations in 1996-97 as a result of these actions.

## ORDINANCE FACT SHEET

Ordinance Title: Exempt employee job title and salary range revisions

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

This proposed Ordinance amends Ordinance No. 822 and reflects routine updating of the exempt employee compensation system to: (1) Delete classifications no longer needed; (2) Create new classifications; (3) Describe the effect on employees; and (4) Authorize a special adjustment. As detailed in the briefing memo, the fiscal impact is less than \$24,000 annualized. The actual cost for the remainder of FY 1995-96 is estimated at \$7,896.

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

Other jurisdictions establish and maintain exempt compensation plans.

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


Not applicable.

What is the fiscal impact, if any?


Estimated at \$7,896 for the remainder of the fiscal year.

(If space is inadequate, please use other side)

### SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): 

Department Manager/Elected Official:  (MP)



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

ORDINANCE NO. 846

An ordinance amending Ordinance No. 822, in order to add and delete exempt pay ranges and titles.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

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

(B) It is the County's policy to establish an exempt compensation plan that provides such pay as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative, and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship among classifications and employees based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and non-exempt positions.

(C) The Personnel officer is responsible for developing and recommending compensation plan adjustments to the Multnomah County Board of Commissioners.

Section II. Deletion of Job Titles.

The following job titles established in Exhibit A of Ordinance No. 822 are deleted, effective January 1, 1996:

Alcohol/Drug Manager

Child & Adolescent Mental Health Manager

Community & Family Services Support Services Manager

Community & Family Services Manager/Assistant

Corrections Counselor Supervisor

1 Department Director/Aging  
2 Department Director/CFS  
3 Department Director/DCC  
4 Department Director/DES  
5 Department Director/Health  
6 Department Director/JJS  
7 Developmental Disabilities Manager  
8 Detention Program Administrator  
9 Detention Reform Project Manager  
10 Geographic Information Records Manager  
11 Hispanic Services Coordinator  
12 Juvenile Counseling Services Manager  
13 Juvenile Counseling Administrator  
14 Juvenile Counselor Supervisor  
15 Juvenile Detention Manager  
16 Juvenile Justice Program Manager  
17 Juvenile Justice Program Supervisor  
18 Management Assistant/DCC  
19 Management Assistant/DES  
20 M E D Program Manager  
21 Planning Manager  
22 Program Services Administrator/MHYFS  
23 Tax Collection Manager

24 Section III. Addition of Job Titles and Ranges:

25 The following job titles and pay ranges are added to Exhibit A of Ordinance No.  
26 822, effective January 1, 1996:

1	<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
2	CFS Administrator	\$46,288	\$55,546	\$64,803
3	CFS Manager/Senior *	\$59,083	\$70,899	\$82,716
4	CFS Manager *	\$51,049	\$61,259	\$71,469
5	CFS Specialist	\$34,560	\$41,471	\$48,383
6	CFS Supervisor	\$40,001	\$48,001	\$56,001
7	Department Director *	\$68,108	\$81,730	\$95,352
8	Deputy Director/CFS *	\$59,083	\$70,899	\$82,716
9	Deputy Director/JJD *	\$59,083	\$70,899	\$82,716
10	Information Technology Mgr/Sr *	\$59,083	\$70,899	\$82,716
11	Juvenile Justice Administrator	\$46,288	\$55,546	\$64,803
12	Juvenile Justice Manager *	\$51,049	\$61,259	\$71,469
13	Juvenile Justice Manager/Sr *	\$59,083	\$70,899	\$82,716
14	Juvenile Justice Specialist	\$34,560	\$41,471	\$48,383
15	Juvenile Justice Supervisor	\$40,001	\$48,001	\$56,001
16	Management Assistant *	\$44,082	\$52,898	\$61,714
17	Planner/Principal	\$41,987	\$50,385	\$58,782
18	Tax Collection/Records Admin	\$44,082	\$52,898	\$61,714
19	Tax Collection/Records Mgr *	\$53,604	\$64,325	\$75,045

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

21 Section IV. Effect on Employees.

22 Exempt employees in classifications which are adopted in this Ordinance shall be  
23 deemed reclassified, and may receive salary adjustments as authorized in Ordinance  
24 778, Section IX. (A) and (B).

25

26

27

1 Section V. Special Adjustment.

2 The following employee will receive a one-time salary adjustment, effective March  
3 1, 1996, to the following annual salary rate. This adjustment is necessary to maintain  
4 appropriate internal relationships among exempt employees.

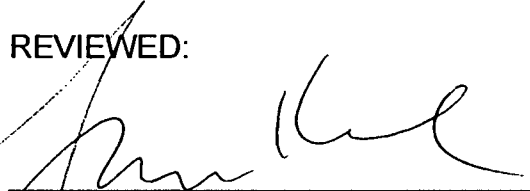
5 <u>Employee</u>	<u>Job Title</u>	<u>Annual Salary</u>
6 Poe, Lorenzo	Department Director	\$77,737

7 ADOPTED the 21st day of March, 1996, being the date of  
8 its second reading before the Board of County Commissioners of Multnomah County,  
9 Oregon.



By   
Beverly Stein, Chair  
MULTNOMAH COUNTY, OREGON

17 REVIEWED:

18  
19   
20 Laurence Kressel, County Counsel  
of Multnomah County, Oregon

21 N:\DATA\EMPSER\WPDATA\ISJA142

MEETING DATE: MAR 21 1996

AGENDA #: R-4

ESTIMATED START TIME: 9:40am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Supplemental Budget

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

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

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

REGULAR MEETING: DATE REQUESTED: March 21, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Information Services

CONTACT: Jim Munz, Dave Warren TELEPHONE #: 3749 / 3822

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Sitting as the Budget Committee

Approval of a Supplemental Budget Authorizing a Lease/Purchase of an Enterprise Server for the County a  
Cost of \$1,786,520.

3/21/96 certified true copies to Dave Warren, Dave  
Boyer & TSCC/County Clerk Wilton

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 13 AM 10:59  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: March 13, 1996

REQUESTED PLACEMENT DATE: March 21, 1996

SUBJECT: Supplemental Budget

---

## I. Recommendation / Action Requested:

Approve the Supplemental Budget authorizing ISD to enter into a lease/purchase agreement for a replacement mainframe computer and associated software.

## II. Background / Analysis:

ISD budgeted \$350,000 to purchase a second-hand mainframe computer to replace the one the County currently operates. However, as part of the competitive bid process, it became clear that it would be advantageous to purchase an enterprise server and the purchase can be financed within the amounts being recovered over time for mainframe upgrades. A lease/purchase arrangement with the vendor will result in adding \$1,436,520 to the ISD Equipment budget, and \$1,436,520 to the Data Processing Fund revenues.

## III. Financial Impact:

Upgrading and replacing the mainframe computer is one of the components of the Data Processing Fund's cost recovery service charges. The annual cost of the lease/purchase arrangement will be approximately \$637,000. The schedule of payments for the life of the agreement is as follows.

SCHEDULE OF PAYMENTS			
Fiscal Year	Interest	Principal	Total
1995-96	19,184.18	140,031.70	159,215.88
1996-97	61,069.19	575,794.33	636,863.52
1997-98	35,156.11	601,707.41	636,863.52
1998-99	8,661.08	468,986.56	477,647.64
	124,070.56	1,786,520.00	1,910,590.56

IV. Legal Issues:

None. The Board is required to use the supplemental budget process because the size of the lease purchase arrangement exceeds 10% of the \$8.9 million Data Processing Fund as it was adopted.

V. Controversial Issues:

None

VI. Link to Current County Policies:

The proposal fits within the SPIT recommendations and the mainframe will provide an economic gain over the three years as required by the Short-Term and Long-Term Debt Financings policy. The lease/purchase payments exceed the financings policy's 5% cap by lightly over 1%. This type of equipment is usually purchased over a 5 year period and if we were issuing COP's the payments would have been under the policy cap. However, due to the vendor's proposal of a favorable interest rate (4.5%) over three years, and the expected economic gain (about \$10,000 annually), Finance has recommended approval.

VII. Citizen Participation:

None has been solicited.

VIII. Other Government Participation:

N / A

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

In the matter of accepting the Supplemental  
1995-96 Budget and preparing the Approved  
Supplemental Budget for submittal to the  
Tax Supervising and Conservation Commission

)  
)  
)  
)  
RESOLUTION  
96-50

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS 294 to consider approval of the Multnomah County Supplemental Budget for the fiscal year July 1, 1995 to June 30, 1996; and

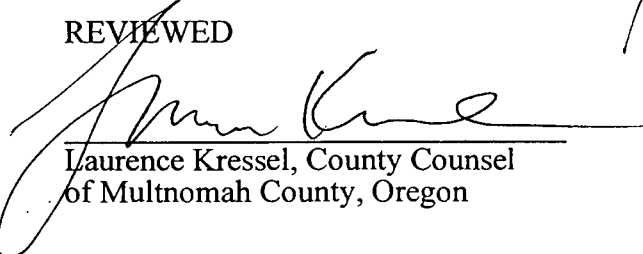
WHEREAS, on , March 21, 1996, the Board of County Commissioners, sitting as the Budget Committee, received the proposed supplemental budget document in compliance with ORS 294.480; and

WHEREAS, this supplemental budget is required to account for the financing of a mainframe computer system for the County (\$1,786,520);

THEREFORE IT IS RESOLVED, that the 1995-96 Supplemental Budget is approved and the Budget & Quality Division shall forward the approved 1995-96 Supplemental Budget to the Tax Supervising and Conservation Commission.

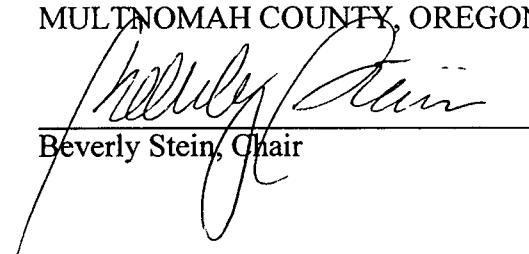


REVIEWED

  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

Adopted this 21st day of March, 1996

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

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



# **SUPPLEMENTAL BUDGET**

---

## **MULTNOMAH COUNTY SUPPLEMENTAL BUDGET**

**1995-96**

**March, 1996**

# **SUPPLEMENTAL BUDGET**

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Support Services Information Services Division	<b>4</b>
<b>Financial Summary</b>	
Data Processing Fund	<b>6</b>

## **SUPPLEMENTAL BUDGET**

### **Supplemental Budget Message**

---

### **SUPPLEMENTAL BUDGET MESSAGE**

# **SUPPLEMENTAL BUDGET**

## **Supplemental Budget Message**

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### **THE DOCUMENT**

The document consists of three sections:

1. The budget message explaining the reasons for the changes proposed,
2. A section of detailed estimate sheets and descriptions for those actions resulting in changes in expenditures,
3. A financial summary showing the resources and requirements being changed by fund.

### **REASONS FOR CHANGES**

A Supplemental Budget is the vehicle allowed by ORS 294. for the Board to deal with changes in financial conditions not determined at the time the budget was adopted. In cases where no fund's expenditures are increased by more than 10 percent of the adopted budget figure, the law allows the Board to make additional appropriations after advertising a hearing on the Supplemental Budget. However, this action increases the Data Processing Fund more than 10 percent of the adopted budget. As a result, the process for the supplemental budget action is to:

1. convene as the budget committee and approve the supplemental budget,
2. submit the approved supplemental budget to Tax Supervising,
3. attend a Tax Supervising hearing on the supplemental budget,
4. adopt the supplemental budget after Tax Supervising has certified that it is legal.

This 1995-96 Supplemental Budget, the second of the year, is proposed to account for and authorize the expenditure of proceeds from a lease/purchase arrangement.

The action proposed is to record the proceeds from the lease/purchase arrangement to purchase a replacement for the County's mainframe computer. The 1995-96 Budget includes authorization to replace the existing mainframe. However, ISD proposes a lease/purchase arrangement for an enterprise server. To procure to the new mainframe, the Data Processing Fund will record \$1,786,520 of lease purchase revenue, \$1,786,520 of capital outlay appropriations to purchase the new system, \$140,035 to make the first principal payment and \$19,180 to make the first interest payment required by the contract. Because the proceeds from the lease/purchase arrangement are more than 10% of the \$8.9 million budget for the Data Processing Fund, the Board must adopt a supplemental budget to allow the purchase to be made.

## **SUPPLEMENTAL BUDGET**

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### **Descriptions and Detail Estimate Sheets**

## **SUPPLEMENTAL BUDGET**

### **Information Services Division**

### **Support Services**

Many of the County's most complicated and legally important computer systems run on the mainframe computer located at 47<sup>th</sup> and Burnside and operated by the Information Services Division (ISD). These systems include all the tax collection and property valuation records, Corrections and other public safety systems, and the County's financial accounting and purchasing system.

When the budget was originally adopted, ISD had planned to upgrade the existing mainframe with a straight purchase of a second-hand computer. As a result of this expectation, the 1995-96 Budget appropriated \$350,000 in object code 8400 - Equipment for a Central Processing Unit (CPU) upgrade and offset this cost with an estimated \$350,000 of proceeds from issuing Certificates of Participation. Through the competitive bid process, a proposal was chosen for migration to an Enterprise Server capable of supporting our current software applications while also performing server functions. The cost of such a mainframe server is \$1.4 million more than the original appropriation.

The manufacturer has been amenable to a lease/purchase contract. The supplemental budget authorizes the Data Processing Fund to lease/purchase a new Enterprise Server, and records the value of the lease/purchase proceeds to cover the cost. The payments can be financed within the existing rate structure charged by the Data Processing Fund so that no rate change is contemplated.

This action adds \$1,436,520 to capital outlay for the purchase of the system (the net difference between the \$350,000 originally budgeted and the \$1,786,520 for the current proposal) and adds \$1,786,520 to lease/purchase proceeds revenue. Principal payments totaling \$140,035 and interest payments of \$19,180 are also appropriated. The Data Processing Fund Contingency Account is reduced by \$159,215 to cover the first principal and interest payments. The estimated Certificates of Participation revenue, \$350,000, for the mainframe upgrade is deleted.

## **SUPPLEMENTAL BUDGET**

**Equipment Lease/Purchase Fund**

**Nondepartmental**

# SUPPLEMENTAL BUDGET

## Detailed Expenditures

DATA PROCESSING FUND	1995-6 Current Budget	This Action	1995-96 Revised
5100 Permanent	2,666,640	0	2,666,640
5200 Temporary	0	0	0
5300 Overtime	91,184	0	91,184
5400 Premium	6,448	0	6,448
5500 Salary Related	483,601	0	483,601
Total External	3,247,873	0	3,247,873
5550 Insurance	360,017	0	360,017
Total Personal Services	3,607,890	0	3,607,890
6050 County Supplements	0	0	0
6060 Pass-through Payments	0	0	0
6110 Professional Svcs	816,602	0	816,602
6120 Printing	16,557	0	16,557
6130 Utilities	0	0	0
6140 Communications	196,828	0	196,828
6170 Rentals	0	0	0
6180 Repairs and Mtce	21,632	0	21,632
6190 Maintenance Contracts	467,667	0	467,667
6200 Postage	5,000	0	5,000
6230 Supplies	112,052	0	112,052
6270 Food	0	0	0
6310 Education and Training	86,151	0	86,151
6330 Local Travel and Mileage	2,645	0	2,645
6520 Insurance	0	0	0
6530 External Data Processing	1,258,557	0	1,258,557
6550 Drugs	0	0	0
6580 Claims Paid	0	0	0
6610 Awards and Premiums	0	0	0
6620 Dues and Subscriptions	11,125	0	11,125
6700 Library Materials	0	0	0
7810 Principal	299,252	140,035	439,287
7820 Interest	38,095	19,180	57,275
Total External	3,332,163	159,215	3,491,378
7100 Indirect Costs	304,561	0	304,561
7150 Telephone	56,361	0	56,361
7200 Data Processing	0	0	0
7300 Motor Pool	2,476	0	2,476
7400 Building Management	147,192	0	147,192
7500 Other Internal	36,950	0	36,950
7550 Capital Lease Retirement	0	0	0
7560 Distribution / Postage	9,875	0	9,875
Total Internal	557,415	0	557,415
Total Materials and Services	3,889,578	159,215	4,048,793
8100 Land	0	0	0
8200 Buildings	0	0	0
8300 Other Improvements	0	0	0
8400 Equipment	476,990	1,436,520	1,913,510
Total Capital	476,990	1,436,520	1,913,510
Direct Budget	7,057,026	1,595,735	8,652,761
Total Budget	7,974,458	1,595,735	9,570,193



## SUPPLEMENTAL BUDGET

### FINANCIAL SUMMARY

#### FUND 403 DATA PROCESSING FUND

<i>Resource Description</i>	1995-96 Current	This Action	1995-96 Revised
030 Support Services			
7740 Certificate Proceeds	350,000	(350,000)	0
7740 Lease/Purchase Proceeds	0	1,786,520	1,786,520
All Other Revenues	7,818,059	0	7,818,059
<b>TOTAL RESOURCES - FUND 403</b>	<b>8,168,059</b>	<b>1,436,520</b>	<b>9,604,579</b>

<i>Requirements Summary</i>	1995-96 Current	This Action	1995-96 Revised
<b>EXPENDITURES</b>			
030 Support Services			
Personal Services	3,607,890	0	3,607,890
Materials & Services	3,889,578	0	3,889,578
Capital Outlay	476,990	1,436,520	1,913,510
Total Support Services	7,974,458	1,436,520	9,410,978
Lease/Purchase Principal	0	140,035	140,035
Lease/Purchase Interest	0	19,180	19,180
Contingency	193,601	(159,215)	34,386
<b>TOTAL REQUIREMENTS - FUND 40</b>	<b>8,168,059</b>	<b>1,436,520</b>	<b>9,604,579</b>

## BUDGET MODIFICATION NO.

Nond #7(For Clerk's Use) Meeting Date MAR 21 1996Agenda No. R-5

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

03/21/96

(Date)

DEPARTMENT Support ServicesDIVISION BudgetCONTACT Barry CrookTELEPHONE X 3575

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

Barry CrookSUGGESTEDAGENDA TITLE

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

Budget modification Nond #7 appropriates \$50,628 revenue from Fujitsu and LSI for Professional Services for SIP review and negotiation.

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

Fujitsu has reimbursed the County an additional amount of \$27,803 and LSI \$22,825 for expenses related to SIP contract review and negotiation.

This budget modification budgets this revenue and related expenses. It increases SIP application revenue by \$50,628 and Professional Services appropriation by \$50,628 in the Budget division's budget.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

General Fund revenue is increased by \$50,628.

BOARD OF  
 COUNTY COMMISSIONERS  
 96 MAR 12 AM 9:44  
 MULTNOMAH COUNTY  
 OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

NA Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_

Date

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Barry Crook 3/8/96  
Ching Hui 02/23/96  
DEBORAH C. ROUSTO 3/21/96

NOND 7

EXPENDITURE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND #7	C	100	50	9210			6110	34,252	84,880	50,628		Professional Services
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										50,628	0	

REVENUE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
Nond #7	C	100	50	9210			4930	20,000	70,628	50,628		SIP Application Fee
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										50,628	0	



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

BUDGET & QUALITY

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503) 248-3883

**TO:** Board of County Commissioners

**FROM:** Ching Hay, Budget Analyst *CH*

**DATE:** March 8, 1996

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

**SUBJECT:** Supplemental Budget Budget Modification Nond #7

I. Recommendation/Action Requested:

Request approval of supplemental budget budget modification Nond #7.

II. Background/Analysis:

In accordance with the provisions of the Strategic Investment Program policies of the County, Fujitsu and LSI are reimbursing the County for costs associated with review and negotiation of contract agreements with the County,

III. Financial Impact:

General Fund fee revenue and Professional Services appropriation in the Budget Office increases by \$50,628. The cost of consultations, etc. have been borne by the Budget Office and this budget modification increases appropriations to cover those costs.

IV. Legal Issues:

This budget modification increases appropriations so that the Budget Office will comply with budget law.

V. Controversial Issues: None

VI. Link to Current County Policies:

This budget modification is in accordance with the provisions of the Strategic Investment Program policies.

VII. Citizen Participation: NA

VIII. Other Government Participation:

None



# MULTNOMAH COUNTY, OREGON

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**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

**BUDGET & QUALITY**  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

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TO: The Oregonian  
FROM: Ching Hay, Budget Office  
DATE: February 21, 1996  
SUBJECT: Public Notice of Supplemental Budget Hearing March 21, 1996

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Please run the following public notice in the Oregonian once, on March 11, 1996.

If you have any questions, please call me at 248-3883.

## NOTICE OF SUPPLEMENTAL BUDGET HEARING

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A public hearing on a proposed supplemental budget for Multnomah County for the fiscal year July 1, 1995 to June 30, 1996 will be held at the Multnomah County Courthouse in room 602 during the regular meeting of the Multnomah County Board of Commissioners at 9:30 a.m. on March 21, 1996. The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document to be approved by the budget committee may be inspected or obtained on or after March 18, 1996 at the Clerk of the Board's Office between the hours of 9:00 a.m. and 5:00 p.m.

The supplemental budget is to record \$50,628 of SIP Application Fee revenue to cover the cost of review and negotiation of SIP contract agreements. This action increases the General Fund SIP Application Fee revenue more than 10 percent of the original adopted amount.

---

Bill to:

Multnomah County Budget Office  
1120 SW Fifth, 14th Floor  
PO Box 14700  
Portland, OR 97214

MEETING DATE: March 21, 1996

AGENDA #: R-6

ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION AMENDING AGREEMENT 500636 WITH METRO

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

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

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

REGULAR MEETING: DATE REQUESTED: Thursday, March 21, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: Chair Beverly Stein

CONTACT: Larry Kressel TELEPHONE #: 248-3138

BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

**RESOLUTION AMENDING AGREEMENT 500636  
(INTERGOVERNMENTAL AGREEMENT WITH METRO)**

3/21/96 ORIGINAL Agreement to Maria Repos copies of Resolution  
Exhibit 1 to Maria Repos

#### SIGNATURES REQUIRED:

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

*Beverly Stein*

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 15 PM 12:40  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

[INDEMNIFICATION SECTION OF METRO/MULTCO IGA]

F. Indemnification

1. All Liability Other Than Environmental Liability

(A) METRO has substantial experience with the properties described in Exhibit 1 and METRO acknowledges and agrees that METRO is acquiring such properties in an "as is" condition, and solely in reliance on METRO's own inspection and examination of the properties. Moreover, METRO acknowledges and agrees that COUNTY has made no representations or warranties with respect to such properties.

(B) COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that took place prior to January 1, 1994, arising from the operations of the County Facilities.

(C) The provisions of Subsection F.1.(B) shall include any claims made by or on behalf of the plaintiff(s) in the case State ex rel Multnomah County Pomona Grange v. Board of County Commissioners, et al, Multnomah County Circuit Court Case No. 9312-

01898, CA A86828, SC S42907.

(D) METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that took place on or after January 1, 1994, arising from the operations of the COUNTY Facilities by METRO.

2. Environmental Liability

(A) This Subsection sets forth the agreement between the parties regarding the allocation of liability for any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation on County Facilities which are being transferred to METRO.

(B) METRO, to the maximum extent permitted by law, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or



regulation except for any such contamination, fuel leak, discharge or release for which COUNTY has a duty to indemnify METRO pursuant to Paragraph "C" below.

(C) COUNTY, to the maximum extent permitted by law, shall defend, indemnify and save harmless METRO, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation that occurred or originated on County Facilities if such contamination, fuel leak, discharge or release occurred or originated during the period beginning on the date COUNTY became the owner or operator of the property on which the contamination, fuel leak, discharge or release occurred or originated and ending at midnight, December 31, 1993.

(D) In the event METRO or COUNTY is notified by any state or federal agency that it is a potentially responsible party as the result of any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation originating from any property described on Exhibit 1, or if either party shall become aware of any contamination, fuel leak, discharge or release, notice shall immediately be given to the other party in writing. If a notice is received from a state or federal agency, METRO shall take the lead role in responding to the notice. COUNTY agrees to cooperate with METRO in responding to any such notice. After discovery that a

contamination, fuel leak, discharge or release has occurred, the parties shall meet and agree regarding responsibility under the terms of this agreement. If the parties cannot agree regarding responsibility under this agreement, such responsibility shall be determined in accordance with Paragraph (E) below. METRO shall take all necessary action required by the contamination, fuel leak, discharge or release, subject to reimbursement by County as provided herein, if it is determined that County is the responsible party.

(E) DISPUTE RESOLUTION

In the event there is any dispute between METRO and COUNTY regarding responsibility for any pollution condition, contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation, notwithstanding the provisions of Section 4, the dispute shall be resolved by binding decision of a panel of experts as provided for herein.

Whichever party determines that a dispute exists may initiate the dispute resolution process by notifying the other party in writing. The party initiating the dispute resolution process shall appoint an expert environmental engineer to the dispute resolution panel within fourteen days of the notice initiating the dispute resolution process. Thereafter, the other party shall appoint its expert environmental engineer within fourteen days. The two experts so appointed shall appoint a third expert environmental engineer within 30 days of the second appointment. No expert shall be required to have any particular

education, training or experience to serve on the panel.

Each party agrees to provide the other party all information and documents available to the party, its employees, agents or experts relating to the dispute, including but not limited to all expert reports (including raw data) whether or not prepared by the party's appointed environmental engineer.

The three experts shall resolve the matter. Unless a majority of the panel finds that the COUNTY is responsible pursuant to paragraph "C" above, METRO shall be responsible pursuant to paragraph "B" above. Notwithstanding the provisions of Section 4, the decision of the panel shall be final and binding on the parties. Each party shall pay the costs of its own expert and investigation and the cost of the third expert shall be shared equally by the parties.

### 3. No Third Party Beneficiary

The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than METRO, COUNTY, and their respective officers, employees, and agents.

F:\DATA\COUNSEL\WPDATA\JST\005CJST.IGA\mw

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Amending Contract 500636 )  
(Intergovernmental Agreement for ) RESOLUTION  
Transfer of Property to METRO) 96-49  
and Authorizing Execution of Final )  
Agreement )

WHEREAS, METRO and Multnomah County entered into an intergovernmental agreement entitled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to METRO," dated December 9, 1993; and

WHEREAS, pursuant to the agreement, the parties have determined that a final transfer of ownership of the County facilities should occur; and

WHEREAS, the terms of the final transfer were substantially embodied in an agreement adopted by the Board on March 7, 1996 (Contract 500636); and

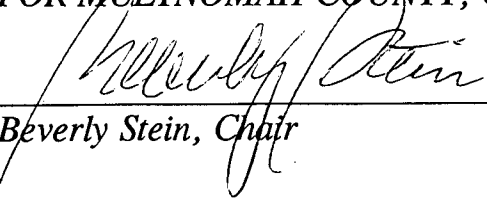
WHEREAS, after negotiations about terms of the agreement relating to environmental liability, the Board has determined that it is necessary to amend the agreement in accordance with Exhibit 1 to this Resolution; now therefore

IT IS HEREBY RESOLVED that Exhibit 1 is approved; the Chair is authorized to execute a final version of the transfer agreement substantially in the form of Contract 500636 as hereby amended.

ADOPTED this 21st day of March, 1996.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

  
Laurence Kressel

## **INTERGOVERNMENTAL AGREEMENT**

### **Phase II Intergovernmental Agreement Regarding Transfer of Ownership of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned by Multnomah County to Metro.**

#### **(PHASE II AGREEMENT)**

This Phase II Agreement dated as of March 21, 1996, is between Metro (METRO); and Multnomah County (COUNTY).

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## **RECITALS:**

1. **METRO and COUNTY entered into an Intergovernmental Agreement titled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro" dated as of December 9, 1993 (Phase I Agreement).**
2. **Pursuant to the Phase I Agreement the COUNTY and METRO have determined that a final transfer of ownership of the County Facilities transferred to METRO should occur subject to the terms, conditions, obligations and limitations contained in this Phase II Agreement.**

## **SECTION 1 DEFINITIONS**

**In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:**

**"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.**

**"County" means Multnomah County, Oregon, or the lawful successor thereto.**

**"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.**

**"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.**

**"County Facilities" means all park facilities and natural areas currently owned by COUNTY, and operated by METRO pursuant to the Phase I Agreement including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (Expo), including any COUNTY-owned property appurtenant to Expo. A complete list of all properties to be transferred is attached and incorporated herein as Exhibit 1.**

**"Expo" means the Multnomah County Exposition Center, including the COUNTY-owned property appurtenant thereto as described in Exhibit 1.**

**"Metro" means Metro, or the lawful successor thereto.**

**"Metro ERC" means the Metropolitan Exposition-Recreation Commission.**

**"Metro ERC Facilities" means the Oregon Convention Center and other convention, trade, or spectator facilities owned by Metro or operated by Metro ERC.**

"Metro Executive Officer" or "Executive Officer" means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter, or the lawful successor thereto.

"Sheriff" means the duly elected Multnomah County Sheriff or the lawful successor thereto.

## **SECTION 2 PURPOSE**

The purpose of this Phase II Agreement is to provide for the second phase of consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities owned by COUNTY and operated by METRO, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO. The parks transferred under this Agreement shall be the cornerstone for a regional greenspace program under METRO's stewardship, and shall continue to be used for park purposes. The first phase of consolidation was of limited duration pending this full consolidation, which includes transfer of ownership of the County Facilities to METRO. It is understood between COUNTY and METRO that this second phase of consolidation, including transfer of ownership, is of critical importance to both COUNTY and METRO.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

## **SECTION 3 TERMS OF TRANSFER**

### **A. Transfer of Ownership**

Effective July 1, 1996, COUNTY hereby transfers to METRO all right, title and interest it possesses in the property described herein. The transfer shall be evidenced by the giving of statutory bargain and sale deeds. In the event METRO proposes to sell or trade transferred park land, METRO shall first consult with COUNTY and conduct a public hearing. After the deed transfer, COUNTY shall have no interest in any such property except as specifically provided for in this Agreement.

The properties to be transferred to METRO are:

1. All park facilities and natural areas currently owned or operated by COUNTY.
2. Glendoveer Golf Course;

3. Pioneer Cemeteries; and
4. Expo.

A complete list of all properties to be transferred is attached and incorporated herein as Exhibit 1.

The recording of deeds shall occur as soon as is practicable on or after July 1, 1996.

On or before June 1, 1996, METRO may request that surveys be conducted by COUNTY, as may be reasonably necessary, in order to determine property boundaries. If such a request is made, the cost of such survey(s) shall be shared equally between METRO and COUNTY.

**B. Prior Transfers and Assignments**

All transfers of funds, and personnel from COUNTY to METRO pursuant to the Phase I Agreement are hereby confirmed and deemed completed and final. All assignments by COUNTY of its interests in contracts, licenses, leases and all other agreements transferred or assigned to METRO pursuant to the Phase I Agreement are confirmed and deemed completed and final.

**C. Personal Property**

1. Except as provided in Subsection C(2) below, effective July 1, 1996, COUNTY hereby transfers to METRO all personal property utilized in operation of the County Facilities, or located thereon, including any personal property associated with the management or operation of the County Facilities.

2. Major Equipment Maintenance, Upkeep and Replacement. After the effective date of this Phase II Agreement, COUNTY agrees to continue to provide METRO with COUNTY Fleet and Electronics services. These services are subject to the following terms and conditions:

(A) Attached as Exhibit 2 is an inventory of vehicles and other equipment currently owned by COUNTY and utilized by METRO.

(B) COUNTY agrees to provide maintenance, upkeep and scheduled replacement for the equipment listed in Exhibit 2 plus any other equipment mutually agreed upon.

(C) COUNTY will provide such services in the same manner and at the same rate as charged to other COUNTY departments.

(D) Commencing July 1, 1996, COUNTY shall establish and maintain an equipment depreciation and replacement schedule. METRO shall receive credit in such schedule for the replacement charges made for COUNTY equipment assigned to METRO consistent with COUNTY's standard practices. The equipment depreciation and replacement schedule will be charged for any costs of replacement of COUNTY equipment utilized by METRO. Except as



provided for herein in the event of termination of this equipment service commitment, neither party shall have an obligation to pay to the other the balance of the schedule.

(E) Either METRO or COUNTY may terminate this equipment service provision by giving the other party at least six months prior notice. In that event, the termination shall be effective on July 1 of the following year or at such other time as is mutually agreed. In the event of termination, COUNTY shall transfer title to all vehicles and equipment listed on Exhibit 2 or any replacement vehicles and equipment to METRO and METRO shall pay to COUNTY any deficit in the equipment depreciation replacement schedule. If the schedule balance is positive, COUNTY shall pay the balance to METRO.

D. Natural Areas Acquisition and Protection Fund

On or before July 1, 1996, COUNTY shall transfer to METRO \$1.2 million from the COUNTY's Natural Areas Acquisition and Protection Fund. METRO shall utilize the funds transferred from COUNTY for the sole purpose of maintaining, improving or operating parks and cemetery facilities transferred to METRO by COUNTY or acquiring additional park property in Multnomah County. If, prior to July 1, 1996, METRO completes the acquisition of approximately 20 acres of property adjacent to the Bybee House and Howell Park on Sauvies Island, the purchase price and closing costs shall be paid by Multnomah County and deducted from the \$1.2 million to be transferred to METRO. METRO may take title to such property in its own name notwithstanding any provision of the Phase I Agreement.

E. Expo

COUNTY also agrees that notwithstanding the provision of Subsection A above, the transfer of the Expo Center shall occur upon the execution of this Agreement and COUNTY shall deliver a deed to METRO as soon as practicable thereafter.

F. Indemnification

1. All Liability Other Than Environmental Liability

(A) METRO has substantial experience with the properties described in Exhibit 1 and METRO acknowledges and agrees that METRO is acquiring such properties in an "as is" condition, and solely in reliance on METRO's own inspection and examination of the properties. Moreover, METRO acknowledges and agrees that COUNTY has made no representations or warranties with respect to such properties.

(B) COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and

on appeal, relating to or resulting from any claim based on any act or occurrence that took place prior to January 1, 1994, arising from the operations of the County Facilities.

(C) The provisions of Subsection F.1.(B) shall include any claims made by or on behalf of the plaintiff(s) in the case State ex rel Multnomah County Pomona Grange vs. Board of County Commissioners, et al, Multnomah County Circuit Court Case No. 9312-01898, CA A86828, SC S42907.

(D) METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence that took place on or after January 1, 1994, arising from the operations of the County Facilities by METRO.

## 2. Environmental Liability

(A) This Subsection sets forth the agreement between the parties regarding the allocation of liability for any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation on County Facilities which are being transferred to METRO. As used in this Section, "occurred" means any contamination, fuel leak, discharge or release of toxic materials or hazardous substances that originated on County Facilities rather than off-site.

(B) METRO, to the maximum extent permitted by law, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation except for any such contamination, fuel leak, discharge or release for which COUNTY has a duty to indemnify Metro pursuant to Paragraph (C) below.

(C) COUNTY, to the maximum extent permitted by law, shall defend, indemnify and save harmless METRO, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions relating to or resulting from any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation that occurred or originated on County Facilities if such contamination, fuel leak, discharge or release occurred or originated during the period beginning on the date COUNTY became the owner or operator of the property on which the contamination, fuel leak, discharge or release occurred or originated and ending at midnight, December 31, 1993.

(D) In the event METRO or COUNTY is notified by any state or federal agency that it is a potentially responsible party as the result of any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation originating from any property described on Exhibit 1, or if either party shall become aware of any contamination, fuel leak, discharge or release, notice shall immediately be given to the other party in writing. If a notice is received from a state or federal agency, METRO shall take the lead role in responding to the notice. COUNTY agrees to cooperate with METRO in responding to any such notice. After discovery that a contamination, fuel leak, discharge or release has occurred, the parties shall meet and agree regarding responsibility under the terms of this Agreement. If the parties cannot agree regarding responsibility under this Agreement, such responsibility shall be determined in accordance with Paragraph (E) below. METRO shall take all necessary action required by the contamination, fuel leak, discharge or release, subject to reimbursement by COUNTY as provided herein, if it is determined that COUNTY is the responsible party.

(E) Dispute Resolution

In the event there is any dispute between METRO and COUNTY regarding responsibility for any contamination, fuel leak, discharge or release of toxic materials or hazardous substances as those terms are defined in any law or regulation, notwithstanding the provisions of Section 4, the dispute shall be resolved by the binding decision of a panel of experts as provided for herein.

Whichever party determines that a dispute exists may initiate the dispute resolution process by notifying the other party in writing. The party initiating the dispute resolution process shall appoint an expert environmental engineer to the dispute resolution panel within fourteen days of the notice initiating the dispute resolution process. Thereafter, the other party shall appoint its expert environmental engineer within fourteen days. The two experts so appointed shall appoint a third expert environmental engineer within thirty days of the second appointment. No expert shall be required to have any particular education, training or experience to serve on the panel.

Each party agrees to provide the other party all information and documents available to the party, its employees, agents or experts relating to the dispute, including but not limited to all expert reports (including raw data) whether or not prepared by the party's appointed environmental engineer.

The three experts shall resolve the matter. Unless a majority of the panel finds that the COUNTY is responsible pursuant to Paragraph (C) above, Metro shall be responsible pursuant to Paragraph (B) above. Notwithstanding the provisions of Section 4, the decision of the panel shall be final and binding on the parties. Each party shall pay the costs of its own expert and investigation and the cost of the third expert shall be shared equally by the parties.

3. No Third Party Beneficiary

The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than METRO, COUNTY, and their respective officers, employees, and agents.

G. County Ordinances

1. All COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on the effective date of this Agreement shall remain in force and effect with regard to the County Facilities until superseded by any ordinance, resolution, executive order, procedure or rule duly adopted or promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of Expo, METRO may delegate its authority to supersede previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

H. County Marine Fuel Tax

COUNTY agrees to amend Multnomah County Code Section 5.30.340 to authorize transfer to METRO of the revenues collected by COUNTY from its \$.03 per-gallon fee on the sales of motor fuel used to propel or operate motor boats. Revenues from future increases in the tax rate, if any are approved by COUNTY, shall not be subject to transfer to METRO unless specifically authorized by COUNTY. Transferred revenues may be used by METRO only for the purposes of development, administration, operation and maintenance of those COUNTY Facilities transferred to METRO pursuant to this Agreement. COUNTY further agrees to transfer the above-mentioned funds to METRO on or before September 30 of each year from the amounts collected in the previous fiscal year.

I. Morrison Building/Office Space

1. The transfer of ownership provided for in Section 3(A) shall not include that portion of the Lone Fir Cemetery property on which the building located at 2115 S.E. Morrison Street and hereinafter referred to as the Morrison Building is located. A site plan showing the portion of the Lone Fir Cemetery property excluded from transfer to METRO is attached as Exhibit 3 hereto.

2. From July 1, 1996, to June 30, 1999, COUNTY shall continue to provide METRO free use of the space in the Morrison Building currently utilized for cemetery operations conducted by METRO. This includes an office, storage and other associated space. This obligation shall cease sooner than June 30, 1999, if METRO shall transfer responsibility to operate the cemeteries prior to such time or if COUNTY shall sell the Morrison Building or otherwise cease to occupy the building for any COUNTY purposes provided that COUNTY shall pay to METRO \$625 for each month or part thereof from the time of termination to July 1999 if METRO's occupancy is terminated by COUNTY prior to July 1999.

J. Multnomah County Sheriff/Marine Operations

1. COUNTY agrees to continue to budget sufficient funds to allow Sheriff to maintain the level of patrol and surveillance at Blue Lake Park and Oxbow Park that was in effect during 1994 and 1995. Specifically this includes periodic patrols and the stationing of patrol cars in both parks on warm weather weekends, holidays and special events. This obligation shall continue as long as the Sheriff is providing patrol services in the COUNTY.

2. COUNTY agrees that the Sheriff will continue to commission parks staff to perform those certain law enforcement functions currently performed by METRO staff at the parks facilities. Sheriff will also make training available for parks' staff to perform these functions. METRO shall pay any extraordinary training costs.

3. Chinook Landing Facility. METRO agrees to allow Sheriff the continued free use of the garage, office space, and boathouse, including dock, presently utilized by Sheriff at the Chinook Landing facility. Sheriff shall have the full responsibility to maintain, insure, protect and reconstruct, if necessary, the garage, boathouse, dock and elevated walkway to the boathouse including paying all expenses related thereto. METRO shall maintain the building in which the office space is located but shall have no obligation to Sheriff or COUNTY to maintain the interior office space or alarm system. Attached as Exhibit 4 is a site plan showing the location of the facilities at Chinook Landing to be utilized by Sheriff.

4. M. James Gleason Facility. METRO agrees to allow Sheriff to occupy at no cost the office structure presently located at the M. James Gleason Boat Ramp Facility as well as the walkway, dock and boathouses presently utilized by the Sheriff for marine patrol purposes. It shall be COUNTY's obligation to maintain, insure and reconstruct, if necessary, all facilities and structures utilized by Sheriff, and pay all expenses associated with their use by Sheriff. A site plan showing the location of these facilities is attached as Exhibit 5. In addition, COUNTY and Sheriff may at no expense to METRO relocate the existing facilities described above to a different location on the Gleason facility or onto adjacent property METRO may acquire from the Port of Portland subject to METRO's right to approve the location and design thereof.

5. Radios. COUNTY and Sheriff agree that METRO may continue the use of radio frequencies assigned to Sheriff under current practices. METRO shall pay its share of any annual FCC fees.

**K.     Measure 26-26 Local Share Funding**

Pursuant to the Phase I agreement and a separate intergovernmental agreement entered into between METRO and COUNTY (the Local Share IGA), METRO is currently administering the "local share" funds allocated to COUNTY pursuant to the adoption of Metro's Open Spaces Bond Measure approved by the voters on May 16, 1995 (Measure 26-26). METRO and COUNTY agree that METRO shall be responsible for and have full authority to carry out the local share projects described in the local share IGA. Title to any property purchased with local share funds shall be taken in METRO's name and be subject to the requirements of Measure 26-26. METRO may after consultation with the County Board determine that projects are cost prohibitive, degraded or otherwise infeasible and substitute other eligible projects as necessary.

**L.     Oxbow Park/Campground Facilities**

1.     As to Oxbow Park, the final transfer of ownership provided for in Section 3(A) above shall not occur until such time as METRO is eligible to directly receive from the State of Oregon the funds currently received by COUNTY pursuant to ORS Chapter 390 from state Recreational Vehicle Registration fees. Until such time, METRO shall be deemed to be leasing Oxbow Park from COUNTY, and operating Oxbow Park on behalf of COUNTY pursuant to COUNTY's written policies on parks and recreation as set forth in this Agreement. COUNTY shall maintain eligibility for such funds, apply to the State to receive the funds, and pay over to METRO any and all funds received. METRO may, with State approval, receive all funds directly from the State on COUNTY's behalf. METRO shall cooperate with COUNTY to assist its efforts to apply for and receive such funds. COUNTY shall assist METRO's efforts to obtain necessary State approval.

2.     Final transfer of title and ownership of COUNTY's interest in Oxbow Park shall occur within 30 days of METRO's written notice to COUNTY that METRO is eligible to receive funding directly from the State or that it waives its right to receive funding under this section. COUNTY shall have no obligation to transfer title unless METRO furnishes COUNTY with any necessary State approval of the transfer.

3.     COUNTY shall assign to METRO its interest in the lease agreements with the United States Department of the Interior (Bureau of Land Management) and the State of Oregon Department of Fish and Wildlife for those portions of Oxbow Park which COUNTY does not own simultaneously with the transfer as provided in Subsection L.2. above and not before. Transfer of COUNTY's leasehold interest shall be subject to any necessary approvals required by the United States (BLM) or the State of Oregon (Fish and Wildlife).

**M.     County Services**

COUNTY agrees that METRO may continue to utilize COUNTY-provided services at the rate COUNTY charges to other COUNTY departments. These services include fleet services, radio repair, inmate labor, sign fabrication and water quality testing. METRO shall have no obligation to utilize COUNTY services but may do so subject to standard terms and conditions to

be established by COUNTY at costs no higher than charged by COUNTY to its own departments. COUNTY shall have no obligation to provide services except subject to its standard terms and conditions and payment of costs by METRO.

N. Historical Society

COUNTY agrees to match annually any METRO contribution in an amount up to \$10,300 to the Oregon Historical Society to support the Society's activities at the Bybee Howell House.

O. Road Maintenance

COUNTY shall have no obligation to maintain roads at park facilities except for the maintenance of existing dedicated COUNTY roads.

#### SECTION 4 DISPUTE RESOLUTION

A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this Agreement unless and until the dispute resolution process established in this section has been completed, provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. The three together shall constitute the Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.

2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.

3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall decide on a resolution of the dispute and shall notify the parties to this Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

## **SECTION 5 REMEDIES**

In the event a party fails to comply with any provision of this Agreement, in addition to any other right or remedy specified in this Agreement, then any other party shall be entitled to any remedy available at law or in equity, provided that the party has first exhausted its remedies under Section 4 of this Agreement.

## **SECTION 6 AUTHORITY TO MAKE DECISIONS**

This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement must be approved by the County Commission and the Metro Council.

## **SECTION 7 NOTICE**

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

**METRO:** Executive Officer  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**With a copy to:**  
Clerk of the Council  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736



**COUNTY:** County Chair  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1410  
Portland, OR 97204

**With a copy to:**  
Clerk of the Board  
Multnomah County  
1120 SW Fifth Avenue, 15th Floor  
Portland, OR 97204

County Counsel  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1530  
Portland, OR 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

#### **SECTION 8 EXECUTION OF FURTHER DOCUMENTS**

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO and COUNTY to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

#### **SECTION 9 WAIVERS**

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision, or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

#### **SECTION 10 SURVIVAL**

The provisions of this agreement shall survive the closing and recordation of all deeds for an unlimited period.

**SECTION 11**  
**ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written statement or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

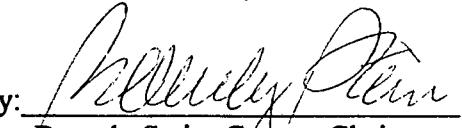
**REVIEWED:**

  
Multnomah County Counsel

**APPROVED AS TO FORM**


  
Metro General Counsel

**MULTNOMAH COUNTY**

By:   
Beverly Stein, County Chair

Date: March 21, 1996

**METRO**

By:   
Mike Burton, Executive Officer

Date: March 21, 1996

jep  
contract\1178g

## EXHIBIT 1

### NATURAL AREAS AND REGIONAL FACILITIES

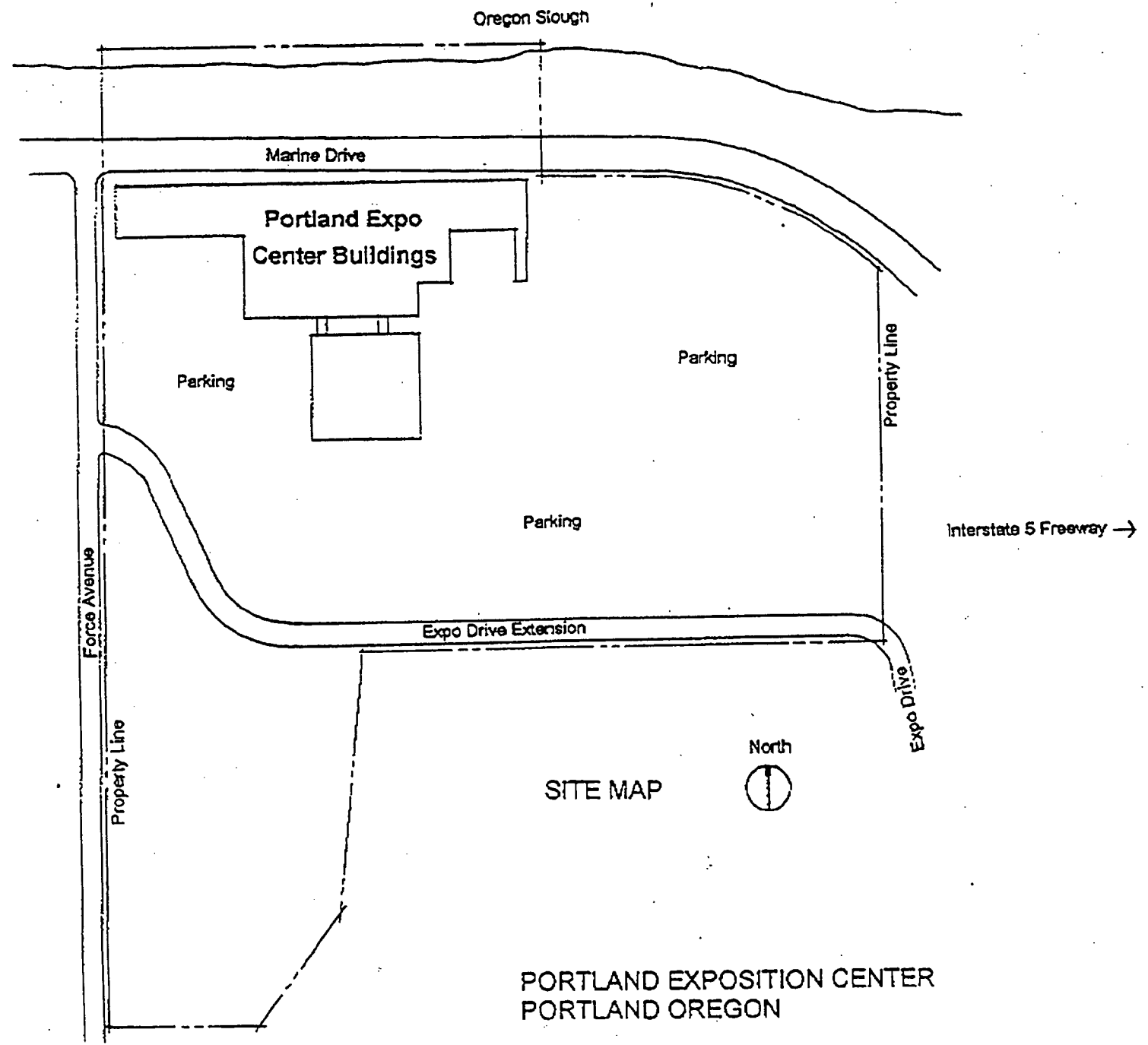
1. Mason Hill
2. Sauvie Island Boat Ramp
3. Multnomah Channel
4. Bybee-House & Howell Park
5. Bell View Point
6. M. James Gleason Memorial Boat Ramp
7. Broughton Beach
8. Beggars Tick Marsh
9. Glendoveer Golf Course & Fitness Trail
10. Blue Lake Park
11. Gary and Flagg Islands
12. Oxbow Park
13. Indian John Island
14. Larch Mountain Corridor
15. Chinook Landing Marine Park
16. Sandy River Access Points
17. Smith & Bybee Lakes Addition
18. Phillipi Property

### PIONEER CEMETERIES

1. L. Jones
2. Grand Army of the Republic
3. Lone Fir
4. Multnomah Park
5. Brainard
6. Columbla Pioneer
7. White Birch
8. Escobar
9. Gresham Pioneer
10. Mt. View Stark
11. Douglass
12. Pleasant Home
13. Powell Grove
14. Mt. View Corbett

### PUBLIC TRADE & EXHIBITION FACILITY

1. Portland Exposition Center and appurtenant land (see attached map)



## EXHIBIT 2

Parks Equipment

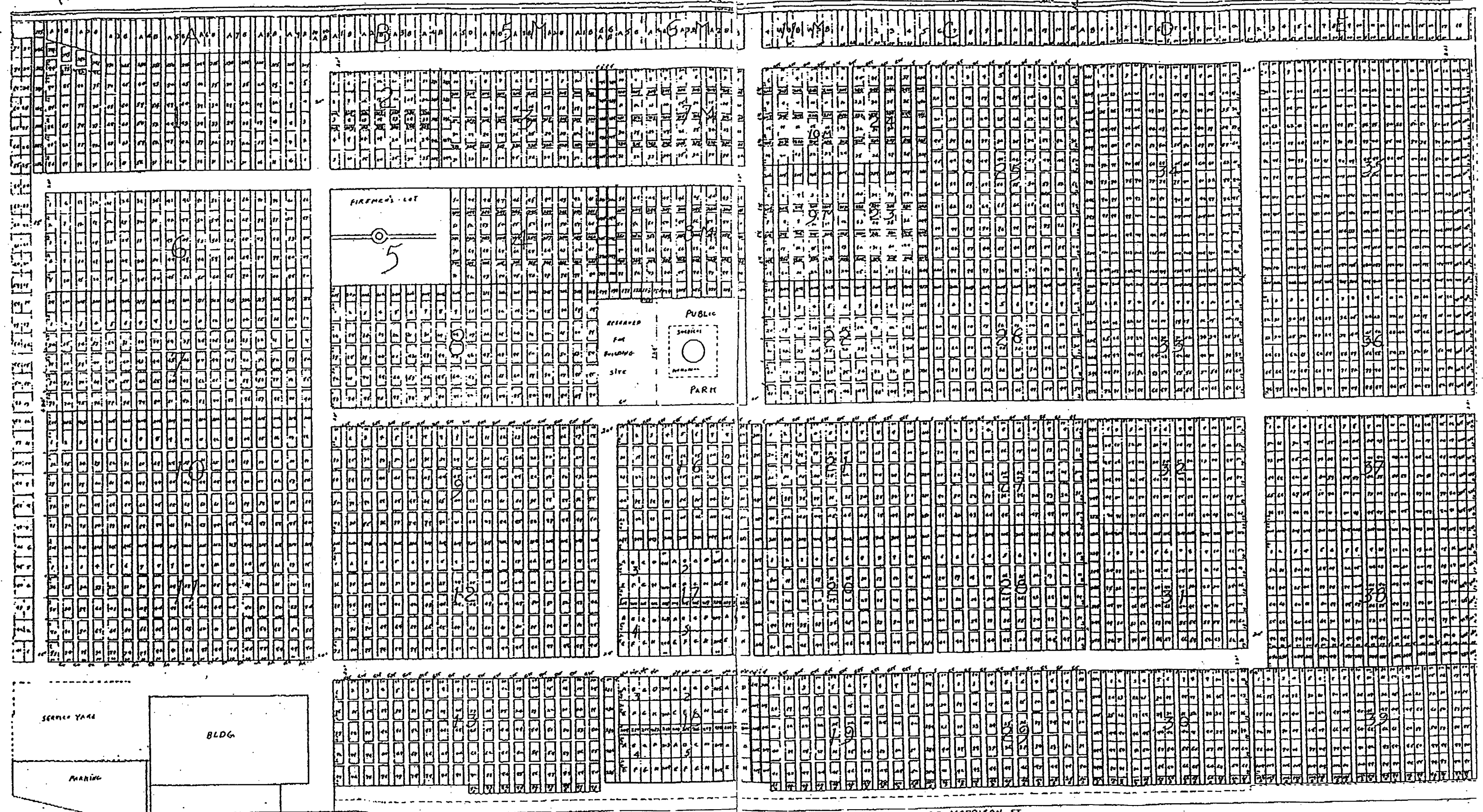
Equipment	License	Year	Make	Model	VIN
PM8	E187734	1992	Ford	Tempo	2FAPP36X4NB1847
PM3	E169491	1988	Ford	F350	2FDLF47G0JCB315
PM5	E169484	1988	Ford	F350	2FDLF47G9JCB315
PM16	E170796	1989	Ford	F250	1FTHX25H8KKA860
PM19	E187707	1993	Ford	Ranger	1FTCR140XPPA664
PM23	E170770	1989	Dodge	B250	2B7HB21Z7KK3772
PM24	E188800	1993	Ford	F700 Dump Trck	1FDXK74C8PVA412
PM25	E188801	1993	Ford	F700 Dump Trck	1FDXK74C7PVA 410
PM202	E124140	1974	IH	2505	U202457
PM204	None	1977	JD	Track Loader	350CB28858IT
PM205	None	1979	IH	TD7	902U4686
PM207	None	1992	Case	580Super K	JJG0165807
PM218	None	1993	Ford	5640 Tractor	BD35229
PM290	None	1994	Rayco	RG1635A Chip	1R9151318RW2100
PM296	None	1976	Davis	Trencher	8693492
PM297	None	1981	Chlpm	TM120C3	G481121100
PM299	None	1975	Mlr	Welder	HF880060
PM328	E194697	1978	Beaver	Trailerlow 3	T9D7813
PM362	E194698	1979	Beaver	Trailerlow 3	T9D7816
PM17	E175587	1990	Dodge	W150 4X4	1B7HM16Z7LS6977
PM259	None	1991	Jake	T422D	4782 - 60 Inch
PM9	E170794	1989	Ford	F250	1FTHX25H5KKA860
PM10	E170793	1989	Ford	F250	1FTHX25H7KKA860
PM14	E170792	1989	Ford	F250	1FTHX25H9KKA860
PM237	None	1994	Jake	T422D	6613206455
PM238	None	1994	Jake	T422D	6613206495
PM239	None	1994	Jake	T442D	6613206466
PM261	None	1991	Jake	T422D	4781 - 60 Inch
PM4	E192819	1988	Ford	F350	2FDLF47G9JCB315
PM6	E166761	1987	Ford	F250 4X4	2FTHF28H2HCA472
PM11	E175589	1990	Dodge	W250 4X4	1B7KM26Z7LS6979
PM18	E003721	1942	GMC	Fire Truck	C228111783
PM21	E170788	1989	Ford	Ranger	1FTCR10A3KUB573
PM201	None	1985	Kubot	L355SS	L3555561491
PM260	None	1991	Jake	T442D	4763 - 60 Inch
PM271	None	1991	Jake	T442D	661324056
PM272	None	1991	Jake	T442D	661324421
MCPC	None	1983	JD	950	None

Equipment	License	Year	Make	Model	VIN
PM12	E192825	1974	Chev	C30	CCY334Z172057
PM15	E170796	1989	Ford	F250	1FTHX25H7KKA860
PM18	E187706	1993	Ford	Ranger	1FTCR14U1PPA664
PM22	E170765	1989	Ford	Ranger	1FTCR10A5KUB348
PM203	None	1994	Jake	HR-15	7052101956
PM212	E44864	1981	Jake	HF15	371127602
PM227	None	1990	Promk	942001	209 ENG #200380
PM231	None	1989	Jake	T422D	2698
PM244	None	1995	Jake	T422D	7267
PM245	None	1995	Jake	T422D	7268

#1

S.E. STARK ST

EXHIBIT 3

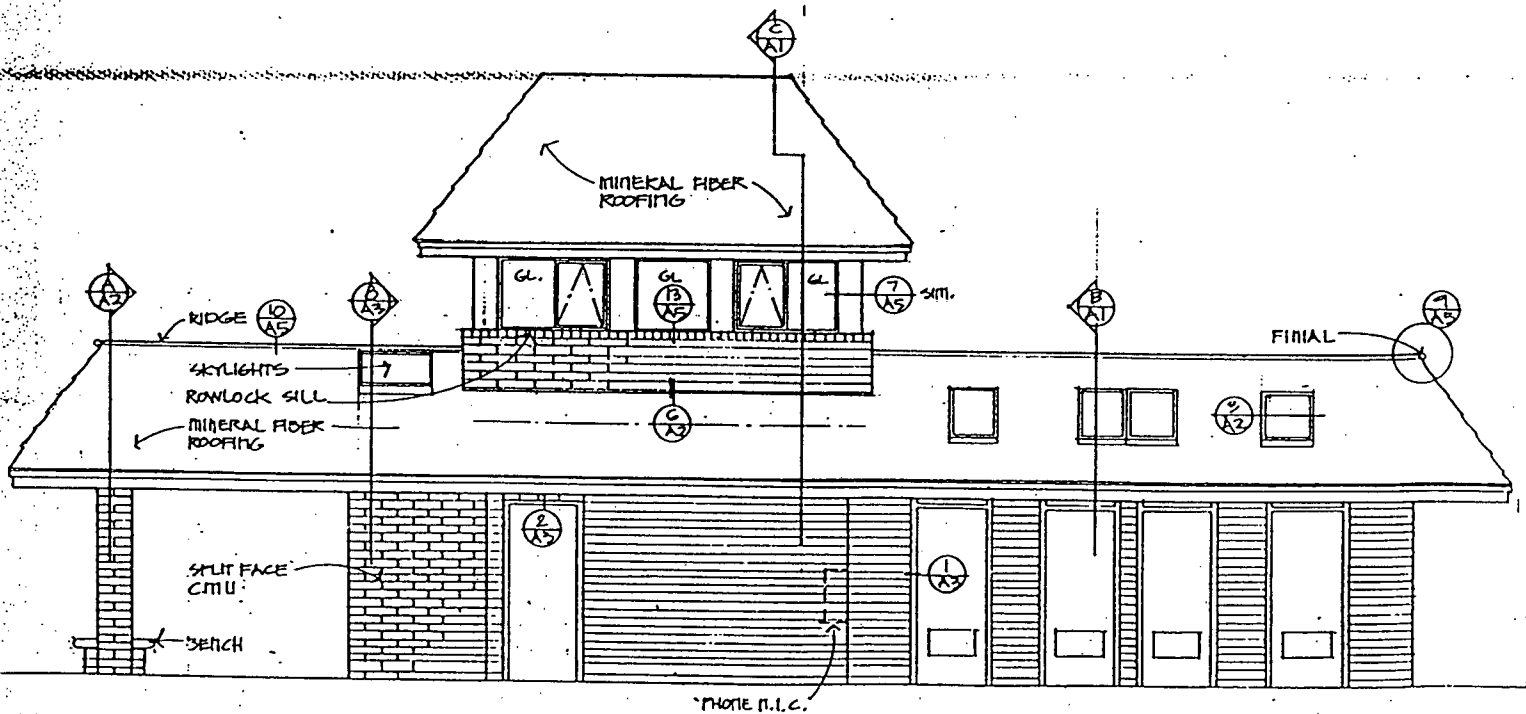
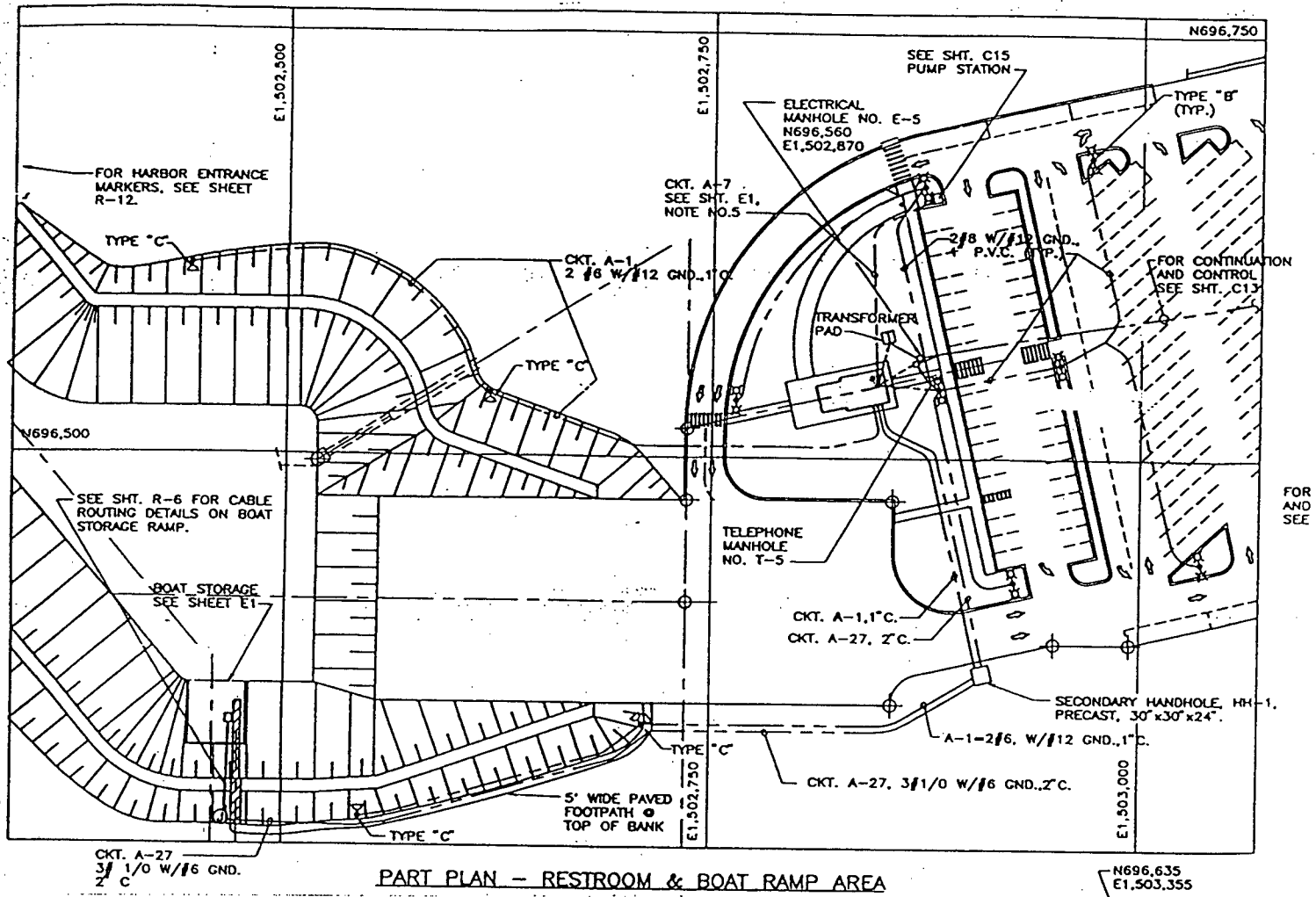


SCALE 1" = 40'  
SEC. 11, T. 15, R. 1E.

LONE FIR CEMETERY  
AMENDED PLAT 1854-1950

ART 1950 BY

S.E. MORRISON ST











SOUTH ELEVATION  
NORTH ELEV. SIMILAR

$$y_4' = i' \cdot 0''$$





- NOTES:
1. FOR COORDINATES OF POINTS SHOWN THUS (3).
  2. FOR GRADING PLAN SEE SHEET C3
  3. FOR GRADING & PAVING SECTIONS SEE SHEETS C6 & C7
  4. LOCATE EXTRUDED CURBING ALONG ENTRANCE ROAD AND NORTHERLY PORTION OF PARKING AREA TO PROVIDE 12' AND 28'-8" CLEAR INBOUND TRAFFIC LANES, RESPECTIVELY.
  5. UNLESS NOTED OTHERWISE ALL CURBING TO BE EXTRUDED P.C. CONCRETE.
  6. UNLESS NOTED OTHERWISE ALL STALL AND LANE STRIPING TO BE "LANE STRIPES" FOR PAINTED PAVEMENT MARKING DETAILS SEE SHEET C12
  7. LOCATE DIRECTION ARROWS AND LETTERING AT CENTER OF TRAFFIC LANE UNLESS NOTED OTHERWISE.
  8. SEE SHEET C10 FOR PLANTER ISLAND DETAILS

LEGEND	
	CONTROL POINT
	CONTROL NUMBER
	EXTRUDED CURBING
	TYPE "C" CURBING
	PLANTER ISLAND TYPE
	HANDICAPPED SYMBOL
	PAINTED STRIPING
	PAINTED DIRECTIONAL ARROWS



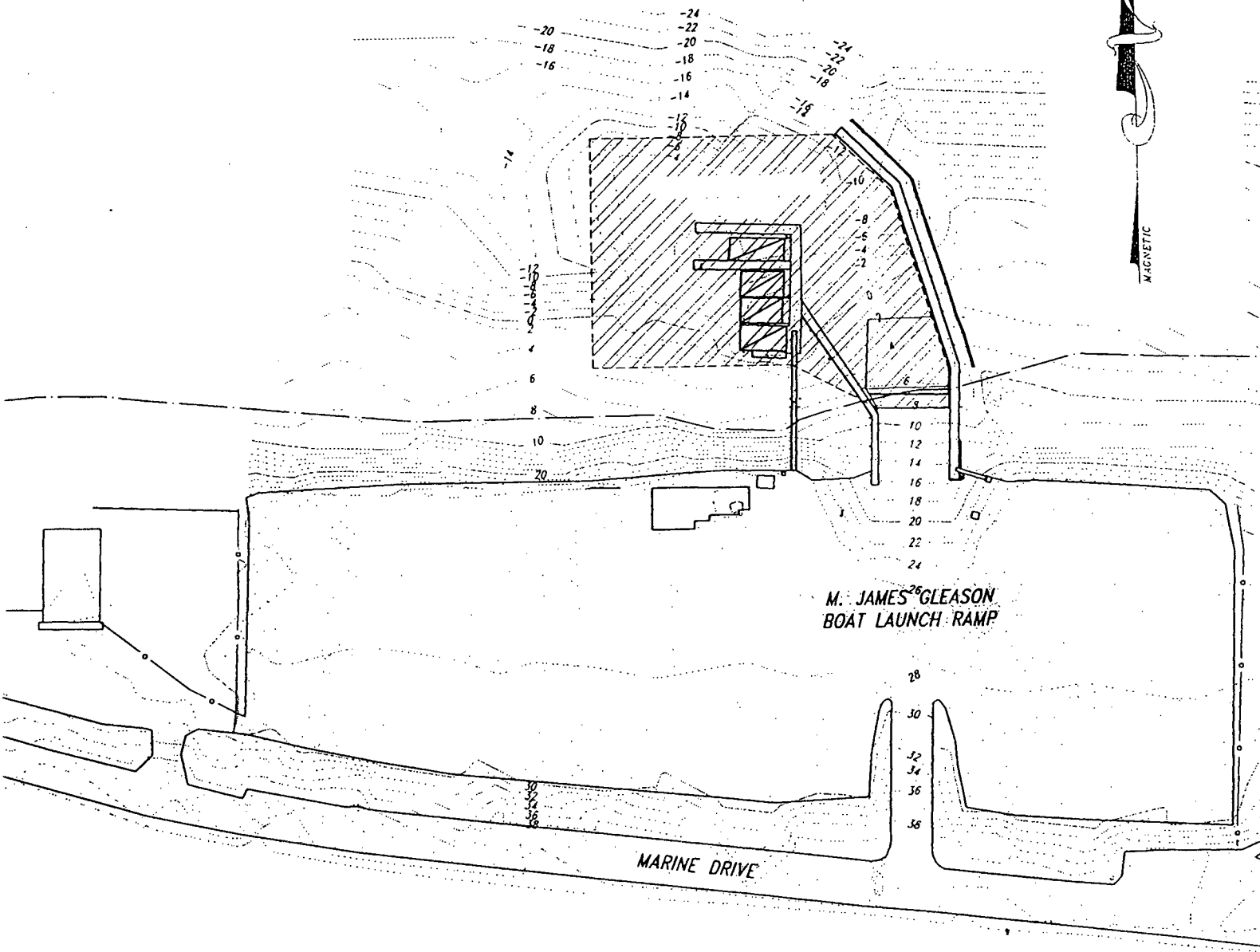
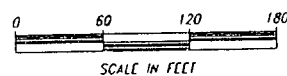
			SCALE IN FEET			ARRAYS			8. SEE SHEET C10 FOR PLANTER ISLAND DETAILS			
			JOB No. 78612	DESIGNED: GLD	PROJECT ENGINEER: WAJ	URS CONSULTANTS	WESTERN REGION			MULTNOMAH COUNTY PARKS SERVICES DIVISION and OREGON STATE MARINE BOARD	PARKING AREA CIVIL SITE PLAN	SHEET: C 8
			SCALE: 1"=50'	DRAWN BY: VCH	APPROVED BY:		500 N.E. MULTNOMAH PORTLAND OREGON 97232			CHINOOK LANDING MARINE PARK		
A	12/89	WAJ	GENERAL REVISIONS PER OWNER REVIEW				CHECKED BY:			DATE: 26 JUNE 89		
No.	DATE	BY	REVISION									

EXHIBIT 5

COLUMBIA RIVER  
RIVER MILE



SITE PLAN



SCALE IN FEET



C O L U M B I A

FLY

RIVER

SHORIFF'S  
River Patrol  
Bldg.

BOAT RAMP

4325 N.E. MARINE DRIVE

NO SCALE

245,000 sq.

5.6 ACRES

R.B. 770  
Map 548  
1/2

N.E. MARINE DRIVE  
Rt. 1430 S.W. 1/2

APPROX.  
875'

BUDGET MODIFICATION NO.

DCC 5

(For Clerk's Use) Meeting Date MAR 21 1996Agenda No. R-7

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Community Corrections

DIVISION

CONTACT

TELEPHONE 248-3701

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

## SUGGESTED

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

A Budget Modification to add \$73,032 revenue to the Department of Community Corrections Fy 95-96 Budget and increase contract services by \$73,032, including indirect costs.

## (ESTIMATED TIME NEEDED ON THE AGENDA)

## 2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification adds \$73,032 revenue from a Federal grant from the U.S. Department of Justice, Office of Justice Programs, to DCC Budget. The Drug Court Improvement and Enhancement Initiative grant is funded for the period 9/15/95 - 9/31/97 in the amount of \$512,055. The revenue will be used to enhance activities associated with contracted drug treatment services in the Drug Diversion Program. This modification will also add \$72,524 expenditures to Contract Services, InAct, Inc. Contract and \$508 indirect.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase revenue from the U.S. Department of Justice, Office of Justice Programs

\$73,032

BOARD OF  
 COUNTY COMMISSIONERS  
 95 MAR 12 AM 9:07  
 MULTNOMAH COUNTY  
 OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

3/7/96

Department Director

Date

3/11/96

Plan/Budget Analyst

Date

3/12/96

Employee Services

Date

Board Approval

Date

3/21/96

*DCC 5*

EXPENDITURE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD 9

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310			6060	3,090,911	3,163,435	72,524		Pass Thru
											72,524	
		156	021	2310			7100	15,527	16,035	508		Indirect @ .7%
											508	
TOTAL EXPENDITURE CHANGE										73,032	73,032	

## REVENUE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD 9

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2310			2340	0	73,032	73,032		Drug Court Revenue
											73,032	
TOTAL REVENUE CHANGE										73,032	73,032	



**MULTNOMAH COUNTY DEPARTMENT OF  
COMMUNITY CORRECTIONS**

---

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

**FROM:** *Patrick Brun* 

**DATE:** *March 7, 1996*

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

**SUBJECT:** *Budget Modification - DCC 5*

---

**I. Recommendation/Action Requested**

Approval to accept a Federal grant from the U.S. Department of Justice to enhance activities associated with contracted drug treatment services in the S.T.O.P. (Sanction - Treatment - Opportunity - Progress) Drug Diversion Program.

**II. Background/Analysis**

The Drug Court Improvement and Enhancement Initiative grant is funded for the period 2/01/96 - 7/31/97. All funds from this grant (less indirect costs) will be added to the InAct, Inc. contract (#900075) for treatment services. The enhanced activities associated with this grant are expanded target population, medical services, mental health services, relapse prevention and aftercare services, and management information systems. The grant funds will allow InAct, Inc. to add eight full time and five half time personnel to their staff, and covers the associated materials and services. The grant also allows InAct, Inc. to subcontract for specific professional services.

**III. Financial Impact**

Multnomah County will receive a total of \$512,055 from this grant. This budget modification adds \$73,032 to the Department of Community Corrections 95/96 budget. The remaining \$439,023 will be budgeted in FY 96/97.

**IV. Legal Issues**

None.

**V. Controversial Issues**

None.

**VI. Link to County Polices**

This grant supports Multnomah County's Urgent Benchmark's of Increasing Access to Drug Treatment and Increasing Success of Diversion Programs.

**VII. Citizen Participation**

None.

**VIII. Other Government Participation**

The S.T.O.P. Drug Diversion Program involves the cooperation of the District Attorney's Office, the Circuit Court, the Metropolitan Public Defender, and a private treatment provider.

MEETING DATE: \_\_\_\_\_

AGENDA NO: \_\_\_\_\_

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Budget Modification DCC 5 Drug Court Grant Revenue & Expenditures

REGULAR MEETING: Date Requested: March 21, 1996

Amount of Time Needed: 5 minutes

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

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

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Patrick Brun/Cary Harkaway TELEPHONE #: 248-3701  
BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Patrick Brun/Cary Harkaway

**ACTION REQUESTED:**

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

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

Approval of Budget Modification DCC 5 to increase revenue from the U. S. Department of Justice, Office of Justice Programs by \$73,032. The Drug Court Improvement and Enhancement Initiative grant is funded for the period 9/15/95 through 9/31/97 in the amount of \$512,055. The amount of this modification, \$73,032, represents the portion of the grant to be expended in FY 95-96. The revenue will be used to enhance activities associated with contracted drug treatment services in the Drug Diversion Program. The modification will add \$72,524 to Inact, Inc. contract plus \$508 indirect costs.

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: M. Tamara Holden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



**PLEASE PRINT LEGIBLY!**

MEETING DATE 3/21/96

NAME LINLY FERRIS  
ADDRESS 101 SW MAIN STE 1100  
STREET  
PORTLAND 97204  
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-8  
SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK \_\_\_\_\_

Meeting Date: MAR 21 1996

Agenda No: R-8

Est. Starting Time: 10:05am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** First Reading of an Ordinance amending the definition of lot in the R-20 and R-30 residential zoning districts.

**BOARD BRIEFING**      Date Requested:  
Amount of Time Needed:  
Requested By:

**REGULAR MEETING**      Date Requested: March 21 1996  
Amount of Time Needed: 10 minutes

**DEPARTMENT:** DES  
**CONTACT:** Gary Clifford

**DIVISION:** Planning  
**TELEPHONE:** 248-3043  
**BLDG /ROOM:** 412/Plan

**PERSON(S) MAKING PRESENTATION:** Gary Clifford

**ACTION REQUESTED**

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

**SUGGESTED AGENDA TITLE**

An ordinance amending the definition of lot in the R-20 and R-30 residential zoning districts.

**SIGNATURES REQUIRED:**

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

OR

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

*KB Lawrence L. Nicholas*

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR 12 AM 9:53  
MULTNOMAH COUNTY  
OREGON

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

**TO:** Board of County Commissioners

**FROM:** Planning Staff

**TODAY'S DATE:** March 11, 1996

**REQUESTED**

**PLACEMENT DATE:** March 21, 1996

**RE:** Public hearing on an ordinance amending the definition of lot in the R-20 and R-30 residential zoning districts. (Planning File No. C 1-96)

**I. RECOMMENDATION / ACTION REQUESTED:**

Recommend adoption of an ordinance that will amend the definition of lot in the R-20 and R-30 zoning districts by exempting undersized lots from the aggregation requirement to allow the separate sale of legally built homes.

**II. BACKGROUND / ANALYSIS:**

Another four page staff report with additional findings is also included in the materials accompanying the proposed ordinance.

Prior to the adoption of Ordinance 786, the County has historically interpreted a lot in the R-20 and R-30 zoning districts to be each of the individual lots over 3,000 square feet in area, irrespective of ownership, within subdivisions platted prior to the adoption of zoning laws by the County in 1956. At the same time, the County required all new land divisions within the R-20 and R-30 zoning districts to have minimum lot sizes of 20,000 and 30,000 square feet, respectively.

The Board of County Commissioners considered such interpretation of a lot as inconsistent with the intent of the original zoning designation of the areas regulated by those districts. To address that inconsistency, the Board adopted Ordinance 786 to require that contiguous substandard lots under the same ownership be considered in combination to comply as nearly as possible with the minimum lot area requirements of the district.

An unintended consequence of Ordinance 786 occurs in the rare situation where there is one owner of two adjacent houses located on substandard sized lots. The definition of lot will not allow the homes to be sold separately, although they were originally constructed on legal lots.

An exemption to the requirements of the definition of lot in the R-20 and R-30 zoning districts is needed for existing houses because the primary purpose of the aggregation requirement of contiguous same ownership of lots is to address the appropriateness of allowing additional houses on undersized lots, not prevent the sale of existing legally built homes.

**III. FINANCIAL IMPACT:**

No fiscal impact to the County has been identified.

**IV. LEGAL ISSUES:**

County Counsel has reviewed the proposed ordinance. The proposed ordinance will resolve the uncertain legal status of two houses on one aggregated lot where there had been two lots before the lots came into the same ownership. The present uncertainty to be resolved include questions associated with all nonconforming uses in regards to allowed repairs, rebuilding, and financing.

**V. CONTROVERSIAL ISSUES:**

The need for this ordinance was brought about by an applicant that had bought the house adjacent to his. After learning of the aggregation requirement, that individual requested two lot area variances to allow him to sell the homes separately. Denial of the lot area variances by the Hearings Officer demonstrated that there was no mechanism in the zoning code for his request. Some property owners in the vicinity objected to granting of the variance because a sale of one of the homes on its own lot would allow that home to later be removed and replaced by a larger one by the new owner.

**VI. LINK TO CURRENT COUNTY POLICIES:**

An exception to the definition of lot for existing homes in the R-20 and R-30 zoning districts is recommended because those districts are within the urban growth boundary. The primary purpose of the aggregation requirement is to address the appropriateness of allowing additional houses on undersized lots, not prevent the sale of existing legally built homes.

**VII. CITIZEN PARTICIPATION:**

Notice of the Planning Commission hearing on the proposed ordinance was published in the *Oregonian* newspaper. Mailed notice was sent to the property owners within 100 feet of the property that was the subject of the lot area variance (see section V above). At the Planning Commission hearing there was one person that spoke in opposition and four persons that spoke in favor.

**VIII. OTHER GOVERNMENT PARTICIPATION:**

None requested.

## ORDINANCE FACT SHEET

### **Ordinance Title:**

An Ordinance amending the definition of lot in the R-20 and R-30 residential zoning districts by providing an exemption from the lot aggregation requirement for substandard sized lots with existing houses.

### **Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:**

This ordinance will amend the definition of lot added in 1994 to the R-20 and R-30 zoning districts. Those districts apply only in the unincorporated areas of Sylvan and Dunthorpe. The present definition of lot requires adjacent lots in the same ownership to be combined to comply with the minimum lot size requirement of the district, either 20,000 or 30,000 square feet in area. An unintended result of this provision prevents the separate sale of a legally built home on an undersized lot if the lot comes into same ownership with another contiguous undersized lot with a home. In other words, a homeowner buying his neighbors house might not ever be able to sell the homes separately if the homes are not on lots that meet the minimum lot area requirement. This ordinance exempts existing legally built homes from the aggregation requirement.

### **What other local jurisdictions have enacted similar legislation?**

The City of Portland.

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

Very few jurisdictions have similar zoning regulations requiring aggregation of existing urban lots. The Multnomah County rural zoning districts of RC, RR, and MUA-20 all have provisions for the creation of substandard lots in order to allow each legally built home on a lot to be sold separately (for homes built prior to the enactment of zoning).

### **What is the fiscal impact, if any?**

This will neither create, nor consume revenue beyond that realized by the existing planning program.

### SIGNATURES

Person filling out form: Gary L. Clifford

Planning and Budget (if fiscal impact): \_\_\_\_\_

Department Manager / Elected Official: KB Lant. Nicholas



**DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
2115 SE MORRISON STREET  
PORTLAND, OREGON 97214 (503) 248-3043**

**C 1-96**

**FINDINGS ASSOCIATED WITH AMENDING THE R-30 AND R-20  
ZONING DEFINITION OF LOT BY ADDING AN EXEMPTION FROM  
THE "AGGREGATION REQUIREMENT" FOR THOSE CONTIGUOUS  
UNDERSIZED LOTS CONTAINING SINGLE FAMILY RESIDENCES**

**Staff Report to the Board of County Commissioners  
Hearing Date of March 21, 1996**

**I. INTRODUCTION AND BACKGROUND**

- A. In the Dunthorpe and Sylvan areas of unincorporated Multnomah County are many subdivisions recorded around the turn of the century. A common practice in the design of the subdivisions in those areas was the platting of 25 or 50 foot wide lots. A purchaser of a homesite would then most often buy more than one lot and build in the center of the grouping of lots. As a result, the legal descriptions of a homesite might read as Lots 1 through 4, Block 1, West Hills Subdivision.**
- B. It was not until 1958 to 1962 that County zoning regulations were placed on properties in this area outside of the City of Portland. The R-30 and R-20 zoning district regulations have not changed much from 1962 except for the present Definition of Lot (MCC 11.15.2848 and .2858). Prior to 1994 and the adoption of Ordinance 786, any platted lot or grouping of lots that equaled or exceeded 3,000 square feet in area was considered developable for a single family dwelling if all other development requirements such as setbacks, sanitation, etc. could be met. Therefore, it would require for example, at a very minimum, two 25' by 100' lots to meet the minimum area requirement and have sufficient buildable area between 10 foot side yard setbacks.**
- C. In Ordinance 786, 1994, the Planning Commission and Board of County Commissioners took the position that because the County requires new land divisions in the R-30 and R-20 zoning districts to have minimum lot areas of 30,000 square feet and 20,000 square feet, respectively, then it was inconsistent to, at the same time, allow contiguous platted lots in the same ownership to be sold as undersized individual lots or groups of lots for development. To implement that policy, a new definition of lot was added to the R-30 and R-20 zoning regulations to require contiguous undersized lots held in the same ownership on March 10, 1994 or later to be considered in combination to comply with the minimum lot size without creating any new lot lines.**

Therefore, in the R-20 zone, a block of eight 50' by 100' lots (40,000 sq. ft. total) in the same ownership could be sold as two groupings of four lots. However, a block of seven such sized lots would have to be left in that one grouping to be considered a legal lot for development.

- D. Legal lots or groupings of lots that are less than the minimum lot size that were not in the same ownership as contiguous lots in March, 1994 or later are not affected by the 1994 definition of lot. Those lots can be built on today if they are at least 3,000 square feet in area.

## **II. ISSUE AND RECOMMENDATION**

- A. Last year, staff became aware of a situation which it is believed was not anticipated two years ago in the adoption of Ordinance 786. Although there are many possible variations of sequences and circumstances, one specific situation relates as follows:
  - (1) A property owner resides in a house on a "lot" which was a grouping of small lots that added up to only 90% of the minimum lot area of the zone. The owner then purchased the house and "lot" next door after March, 1994. The next door property also happened to be a "lot" comprised of a grouping that was less than the minimum for the zone (70% of required). Both houses had been used as primary residences since they were legally built.
  - (2) The effect of Ordinance 786 is that these two "lots" that were separately owned and legally developed for several decades are now treated as one lot. The owner cannot today sell either of the homes, because the sale of just one would make both illegal (violate the definition of lot).
- B. It is not just homes that existed on March, 1994 that could by later purchase not be separately saleable. Any legally built home in the future purchased by an adjacent homeowner could also be subjected to the same restriction.
- C. These zoning districts do not allow the construction of more than one single family residence on a lot, including such residences as a "guest house". Any existing lots with more than one house have had either the houses built before the late 1950's or have inadvertently fallen subject to the 1994 Definition of Lot.
- D. One of the primary reasons for the adoption of Ordinance 786 was the question of whether services were always available for the housing density allowed by old lotting patterns that are greater than the zoning district standard. For the proposed exemption this should not be an issue because services to existing houses are already in place.
- E. There is precedent in some of the rural zoning districts, (MUA-20, RR, and RC), for allowing the creation of undersized lots in order for each house legally built prior to zoning regulation to be sold separately on its own lot. The provision is a type of administrative review called a "Lot of Exception" [MCC 11.15.2140(D), .2220(D), & .2260(D)].

- F. Two houses on one lot in a zoning district that only permits one residence per lot complicates the legal status of the homes. Questions about nonconforming use requirements arise for repairs, rebuilding, and financing.
- G. The conclusion drawn from the above findings is that an exception to the definition of lot for the R-30 and R-20 zoning districts should be provided for existing houses. The primary purpose of the definition of lot is to address the appropriateness of allowing additional houses on undersized lots, not prevent the sale of existing legally built homes.

### III. PROPOSED CODE AMENDMENTS

Proposed amendments are shown within the following text of the R-30 zoning district with the new wording **bold and underlined**. The proposed amendment to the R-20 has the same language except for the necessary different code citation references within the section.

#### Single Family Residential R-30

\* \* \*

##### 11.15.2844 Restrictions

###### (A) Lot Size

- (1) The minimum lot size shall be 30,000 square feet. The minimum average lot width shall be 80 feet. The minimum average lot depth shall be 130 feet.**
- (2) If a lot qualifies for the exception under .2848(B), then the standards in (1) shall not apply.**

\* \* \*

##### 11.15.2848 Definition of Lot

###### (A) For the purposes of this district, a lot is:

- (1) A parcel of land:
- (a) For which a deed or other instrument creating the parcel was recorded with the Recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;
  - (b) Which satisfied all applicable laws when the parcel was created;
  - (c) Which satisfies the minimum lot size requirements of MCC .2844; and
  - (d) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or substandard parcels under the same ownership, or



(2) A parcel of land:

- (a) For which a deed or other instrument creating the parcel was recorded with the Recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;
- (b) Which satisfied all applicable laws when the parcel was created;
- (c) Which does not meet the minimum lot size requirements of MCC .2844;
- (d) Which satisfies the standards of MCC .2846(B); and
- (e) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or substandard parcels under the same ownership, or

(3) A group of contiguous parcels of land:

- (a) For which a deed or deeds or other instruments creating the parcels were recorded with the Recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;
- (b) Which satisfied all applicable laws when the parcels were created;
- (c) Any one of which individually does not meet the minimum lot size requirements of MCC .2844, but, when considered in combination, complies as nearly as possible, or exceeds, the minimum lot size requirements of MCC .2844, without creating any new lot line; and
- (d) Which were, on March 10, 1994 or later, held under the same ownership.

**(B) Exception**

**Where two contiguous parcels of land are each developed with a single family dwelling, and where one or both of the contiguous parcels do not meet the minimum lot size requirements of .2844, these parcels shall remain separately transferrable and developable lots for purposes of this district, even if they are held in common ownership. The single family dwellings shall have been lawfully established and have the following:**

- (1) Intact exterior walls and roof structure;**
- (2) Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;**
- (3) Interior wiring for interior lights; and**
- (4) A heating system.**

**DECISION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of amending the R-30 and )  
R-20 zoning text definition of lot by )  
adding an exemption from the "aggregation )  
requirement" for undersized contiguous lots )  
containing single family residences )

**RESOLUTION  
C 1-96**

**WHEREAS,** Amendments of the text of the Zoning Code may be initiated by request of the Planning Director (MCC 11.15.8405); and

**WHEREAS,** A public hearing shall be held by a majority of the entire Planning Commission on the proposed amendments to the Code; and

**WHEREAS,** Ordinance 786, which became effective on March 10, 1994, amended the "Definition of Lot" in the R-30 and R-20 Districts to require adjacent lots in the same ownership be combined to comply with the minimum lot size of the district before sale or development took place; and

**WHEREAS,** It is the conclusion of the Planning Commission that the "Definition of Lot" amendments of Ordinance 786 were intended to prevent contiguous lots in the same ownership to be sold as undersized individual lots and was not intended to restrict the sale of legally built homes that later came into contiguous same ownership; and

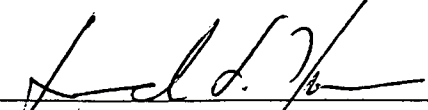
**WHEREAS,** A Code amendment exempting legally built single family homes on undersized lots from the aggregation requirements should not affect the ability to service the properties because, to qualify, the homes already exist; and

**WHEREAS,** The Planning Commission conducted a public hearing on March 4, 1996, to accept public testimony on the proposed amendment to the zoning code text; and

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby recommends that the Board of County Commissioners amend the zoning code as indicated in the staff report.

Approved this 4th day of March, 1996

By



Leonard Yoon, Chair

Multnomah County Planning Commission

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

An Ordinance amending the definition of lot in the R-20 and R-30 residential zoning districts by providing an exemption from the lot aggregation requirement for substandard sized lots with existing houses.

(Underlined sections are new or replacements; [~~bracketed~~] sections are deleted.)

Multnomah County Ordains as follows:

Section I. Findings.

(A) Prior to the adoption of Ordinance 786, the County has historically interpreted a lot in the R-20 and R-30 zoning districts to be each of the individual lots over 3,000 square feet in area, irrespective of ownership, within subdivisions platted prior to the adoption of zoning laws by the County in 1956.

(B) At the same time, the County required all new land divisions within the R-20 and R-30 zoning districts to have minimum lot sizes of 20,000 and 30,000 square feet, respectively.

(C) The Board of County Commissioners considered such interpretation of a lot as inconsistent with the intent of the original zoning designation of the areas regulated by those districts. To address that inconsistency, the Board adopted Ordinance 786 to require that contiguous substandard lots under the same ownership be considered in combination to comply as nearly as possible with the minimum lot area requirements of the district.

(D) An unintended consequence of Ordinance 786 occurs in the rare situation where there is one owner of two adjacent houses located on substandard sized lots. The definition of lot will not allow to the homes to be sold separately, although they were originally constructed on legal lots.

(E) An exemption to the requirements of the definition of lot in the R-20 and R-30 zoning districts is needed for existing houses because the primary purpose of the aggregation requirement is to address the appropriateness of allowing additional houses on undersized lots, not prevent the sale of existing legally built homes.

(E) On March 4, 1996 the Planning Commission held a public hearing. Hearings before the Board of County Commissioners followed on \_\_\_\_\_, 1996 and \_\_\_\_\_, 1996. At each of the hearings all interested persons were given an opportunity to appear and be heard.

## Section II. Amendment of R-30 District.

Multnomah County Code Chapter 11.15 is amended to read as follows:

### **Single Family Residential R-30**

#### **11.15.2844 Restrictions**

##### **(A) Lot Size**

(1) The minimum lot size shall be 30,000 square feet. The minimum average lot width shall be 80 feet. The minimum average lot depth shall be 130 feet.

(2) If a lot qualifies for the exception under 2848(B), then the standards in (1) shall not apply.

\* \* \*

#### **11.15.2848 Definition of Lot**

(A) For the purposes of this district, a lot is:

(1) A parcel of land:

(a) For which a deed or other instrument creating the parcel was recorded with the Recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;

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

1 (c) Which satisfies the minimum lot size requirements of MCC .2844; and

2 (d) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or sub-  
3 standard parcels under the same ownership, or

4 (2) A parcel of land:

5 (a) For which a deed or other instrument creating the parcel was recorded with the  
6 Recording Section of the public office responsible for public records, or was in record-  
7 able form, prior to March 10, 1994;

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

9 (c) Which does not meet the minimum lot size requirements of MCC .2844;

10 (d) Which satisfies the standards of MCC .2846(B); and

11 (e) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or sub-  
12 standard parcels under the same ownership, or

13 (3) A group of contiguous parcels of land:

14 (a) For which a deed or deeds or other instruments creating the parcels were recorded with  
15 the Recording Section of the public office responsible for public records, or was in  
16 recordable form, prior to March 10, 1994;

17 (b) Which satisfied all applicable laws when the parcels were created;

18 (c) Any one of which individually does not meet the minimum lot size requirements of  
19 MCC .2844, but, when considered in combination, complies as nearly as possible, or  
20 exceeds, the minimum lot size requirements of MCC .2844, without creating any new lot  
21 line; and

22 (d) Which were, on March 10, 1994 or later, held under the same ownership.

23 (B) Exception

24 Where two contiguous parcels of land are each developed with a single family dwelling, and  
25 where one or both of the contiguous parcels do not meet the minimum lot size requirements of  
26 .2844, these parcels shall remain separately transferrable and developable lots for purposes of

this district, even if they are held in common ownership. The single family dwellings shall have been lawfully established and have the following:

(1) Intact exterior walls and roof structure;

(2) Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;

(3) Interior wiring for interior lights; and

(4) A heating system.

### Section III. Amendment of R-20 District.

Multnomah County Code Chapter 11.15 is amended to read as follows:

#### **Single Family Residential R-20**

##### **11.15.2854 Restrictions**

###### **(A) Lot Size**

(1) The minimum lot size shall be 20,000 square feet. The minimum average lot width shall be 80 feet. The minimum average lot depth shall be 120 feet.

(2) If a lot qualifies for the exception under .2858(B), then the standards in (1) shall not apply.

\* \* \*

##### **11.15.2858 Definition of Lot**

(A) For the purposes of this district, a lot is:

(1) A parcel of land:

(a) For which a deed or other instrument creating the parcel was recorded with the Recording Section of the public office responsible for public records, or was in recordable form, prior to March 10, 1994;

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

1 (c) Which satisfies the minimum lot size requirements of MCC .2854; and

2 (d) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or substan-  
3 dard parcels under the same ownership, or

4 (2) A parcel of land:

5 (a) For which a deed or other instrument creating the parcel was recorded with the Recording  
6 Section of the public office responsible for public records, or was in recordable form, prior  
7 to March 10, 1994;

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

9 (c) Which does not meet the minimum lot size requirements of MCC .2854;

10 (d) Which satisfies the standards of MCC .2856(B); and

11 (e) Which was not, on March 10, 1994 or later, contiguous to a substandard parcel or substan-  
12 dard parcels under the same ownership, or

13 (3) A group of contiguous parcels of land:

14 (a) For which a deed or deeds or other instruments creating the parcels were recorded with the  
15 Recording Section of the public office responsible for public records, or was in recordable  
16 form, prior to March 10, 1994;

17 (b) Which satisfied all applicable laws when the parcels were created;

18 (c) Any one of which individually does not meet the minimum lot size requirements of MCC  
19 .2854, but, when considered in combination, complies as nearly as possible, or exceeds, the  
20 minimum lot size requirements of MCC .2854, without creating any new lot line; and

21 (d) Which were, on March 10, 1994 or later, held under the same ownership.

22 (B) Exception

23 Where two contiguous parcels of land are each developed with a single family dwelling, and  
24 where one or both of the contiguous parcels do not meet the minimum lot size requirements of  
25 .2854, these parcels shall remain separately transferrable and developable lots for purposes of this  
26 district, even if they are held in common ownership. The single family dwellings shall have been

1 lawfully established and have the following:

2 (1) Intact exterior walls and roof structure;

3 (2) Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sani-  
4 tary waste disposal system;

5 (3) Interior wiring for interior lights; and

6 (4) A heating system.

7  
8  
9 Section IV. Adoption.

10  
11 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1996, being the date of its \_\_\_\_\_

12 reading before the Board of County Commissioners of Multnomah County.

13  
14  
15  
16 ( S E A L )

17  
18  
19  
20 By \_\_\_\_\_

21 Beverly Stein  
22 Multnomah County Chair

23 REVIEWED:

24 SANDRA N. DUFFY, CHIEF ASSISTANT COUNTY COUNSEL  
25 for MULTNOMAH COUNTY, OREGON

26 By Sandra Duffy



Meeting Date: MAR 14 1996 MAR 21 1996  
Agenda No: R-5 R-9  
Est. Starting Time: 10:20 am 10:10 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** First Reading of an Ordinance removing the Grading and Erosion Control section from the Zoning Code and adding it to MCC Title 9.

**BOARD BRIEFING** Date Requested:  
Amount of Time Needed:  
Requested By:

**REGULAR MEETING** Date Requested: March 14, 1996  
Amount of Time Needed: 10 minutes

**DEPARTMENT:** DES  
**CONTACT:** Kathy Busse

**DIVISION:** Planning  
**TELEPHONE:** 248-3043  
**BLDG /ROOM:** 412/Plan

**PERSON(S) MAKING PRESENTATION:** Kathy Busse

**ACTION REQUESTED**

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

**SUGGESTED AGENDA TITLE**

An ordinance removing the Grading and Erosion Control section from the Zoning Code and adding it to MCC Title 9.

3/21/96 copy to Kathy Busse  
3/21/96 copies to Ordinance Distribution List  
**SIGNATURES REQUIRED:**

**Elected Official:** \_\_\_\_\_

OR

**Department Manager:** Mike Busse

BOARD OF  
COUNTY COMMISSIONERS  
96 MAR -6 AM 11:36  
MULTNOMAH COUNTY  
OREGON

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

**TO:** Board of County Commissioners

**FROM:** Planning Staff

**TODAY'S DATE:** March 4, 1996

**REQUESTED**

**PLACEMENT DATE:** March 14, 1996

**RE:** Public hearing on an ordinance amending the Zoning Code to remove the Grading and Erosion Control portion of MCC 11.15.6700 and add it to MCC Title 9. (Planning File No. C 10-95)

**I. RECOMMENDATION / ACTION REQUESTED:**

Recommend adoption of an ordinance amending MCC 11.15.6700 to remove the Grading and Erosion Control requirements and relocate them to Chapter 9, Building and Specialty Code Section of Multnomah County Code. A Planning Commission resolution and proposed ordinance is included for consideration by the Board of County Commissioners. A public hearing on this matter is scheduled on March 14, 1996.

**II. BACKGROUND / ANALYSIS:**

The Board of County Commissioners adopted ordinances 643, 677, 691 and 785 which amended the Multnomah County Zoning Code adding among other provisions Grading and Erosion Control requirements in response to OAR 340-41-455.

To make Multnomah County's permitting procedures consistent with those of the City of Portland and Washington County, the process would be to transfer the appropriate code language to the Development Section of the Multnomah County Code.

The language and requirements would remain exactly the same as they exist in the Zoning Code, however the permits would no longer be considered an Administrative Decision which requires a ten day appeal period.

**III. FINANCIAL IMPACT:**

No fiscal impact to the County has been identified.

**IV. LEGAL ISSUES:**

The Planning Commission has made a recommendation to the Board of County Commissioners attached as Resolution C 10-95

**V. CONTROVERSIAL ISSUES:**

This action would eliminate the ten day appeal requirement on Grading and Erosion Control permits. The rationale is that the other jurisdictions who enforce GEC's do not have an appeals process for the grading and erosion control conditions. The standard and special conditions are association with mitigating disturbance to the land during construction and are part of their development codes.

**VI. LINK TO CURRENT COUNTY POLICIES:**

This amendment would remove the Grading and Erosion Control provisions from the Multnomah County Zoning Code and place them in Title 9 of the Multnomah county Code, Building and Specialty Code Section.

**VII. CITIZEN PARTICIPATION:**

A public hearing was held before the Planning Commission on January 8, 1996 and a public hearing has been scheduled before the Board of County Commissioners prior to voting on any amendments to the Multnomah County Zoning Code.

There were no opponents or other public testimony submitted to the Planning Commission in January 1996.

**VIII. OTHER GOVERNMENT PARTICIPATION:**

A draft of the ordinance and notice of the public hearings have been provided to the City of Portland Building Bureau, the City of Gresham, the Unified Sewerage Agency and Washington County.

## ORDINANCE FACT SHEET

### **Ordinance Title:**

An Ordinance amending MCC 11.15 to remove the grading and erosion control requirements and standards and add them to MCC Title 9.

### **Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:**

Recommend adoption of this ordinance amending MCC 11.15.7335 to remove the grading and erosion control standards and requirements as an appealable land use decision to an administrative decision not requiring a ten (10) day appeal period.

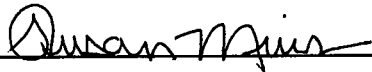
### **What other local jurisdictions have enacted similar legislation?**

The Cities of Portland and Gresham, Washington and Clackamas Counties all review similar grading and erosion control applications as non-appealable applications subject to similar standards and review processes.

### **What is the fiscal impact, if any?**

No fiscal impact to the County has been identified. The application fees will remain the same.

### SIGNATURES

Person filling out form: 

Planning and Budget (if fiscal impact): \_\_\_\_\_

Department Manager / Elected Official: 

**DECISION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of amending the Zoning )  
Code to remove the Grading and Erosion )  
Control Provisions and relocate them in )  
Title 9 of the Multnomah County Code, )  
Building and Specialty Code section )

**RESOLUTION  
C 10-95**

**WHEREAS,** The Board of County Commissioners adopted ordinances 643, 677, 691 and 785 which amended the Multnomah County Zoning Code adding among other provisions Grading and Erosion Control requirements in response to OAR 340-41-455 for the Tualatin Basin; and

**WHEREAS,** The Board of County Commissioners intended Grading and Erosion Control requirements to regulate land development actions to protect exposed soil surface from erosive forces; and

**WHEREAS,** The Board of County Commissioners believe Grading and Erosion Control standards are necessary to protect exposed soils from erosive forces during development activities; and

**WHEREAS,** On December 28, 1995, the Board of County Commissioners directed the Planning Commission to review amendments to the Grading and Erosion Control Section of MCC 11.15.6700; and

**WHEREAS,** The Board of County Commissioners recognize their responsibility to implement the requirements of OAR 340-41-455 for the Tualatin Basin; and

**WHEREAS,** Grading and Erosion Control requirements can be better administered under Title 9 of the County Code; and

**WHEREAS,** The Planning Commission conducted a public hearing on January 8, 1996, to accept public testimony on a proposed amendment to the zoning code text;

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby recommends that the Board of County Commissioners amend the zoning code as indicated in the attached Ordinance with recognition of the following considerations:

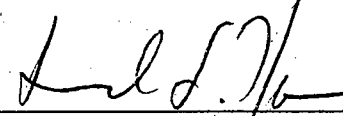
1. The County currently relies upon neighbor appeals of the GECs to identify cases of inaccurate information in applications for development, or non-compliance with conditions of GEC permits. The Planning Commission recognizes the reasons for processing Grading and Erosion Control permits without the appeals process, but would urge the Board of Commissioners to have County staff perform site inspections to ensure accurate information and compliance; and that this activity is appropriately funded through the budget process.

2. The Board of County Commissioners should consider requiring notification for informational purposes only for adjoining property owners that an application has been received and is being reviewed.

3. The Board of County Commissioners should consider that the rural area plans need to move forward to designate Significant Environmental Concern overlay zones for significant streams in areas where development is currently being reviewed under Grading and Erosion Control provisions. These streams developments are not required to receive a Significant Environmental Concern Permit approval which is an administrative decision with notification to surrounding property owners and an appeal period.

Approved this 8th day of January, 1996

By



Leonard Yoon, Chair

Multnomah County Planning Commission

1                   **BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
2                   **FOR MULTNOMAH COUNTY, OREGON**  
3                   **ORDINANCE NO. 847**  
4

5           An Ordinance amending MCC 11.15 to relocate the Grading and Erosion Control provisions of  
6 MCC 11.15.6700 to Title 9 of the Multnomah County Code, Building and Specialty Code Section.

7  
8           (Underlined sections are new or replacements; [~~bracketed~~] sections are deleted.)

9           Multnomah County Ordains as follows:  
10

11 **SECTION I. FINDINGS.**

12           (A) The Board of County Commissioners adopted ordinances 643, 677, 691 and 785 which  
13 amended the Multnomah County Zoning Code adding among other provisions Grading and Erosion  
14 Control requirements in response to OAR 340-41-455 for the Tualatin Basin.

15           (B) The Board of County Commissioners intended Grading and Erosion Control requirements  
16 to regulate land development actions to protect exposed soil surface from erosive forces.

17           (C) The Board of County Commissioners believe Grading and Erosion Control standards are  
18 necessary to protect exposed soils from erosive forces during development activities.

19           (D) On December 28, 1995, the Board of County Commissioners directed the Planning  
20 Commission to review amendments to the Grading and Erosion Control Section of MCC 11.15.6700.

21           (E) The Board of County Commissioners recognize their responsibility to implement the  
22 requirements of OAR 340-41-3455 for the Tualatin Basin.

23           (F) Grading and Erosion Control requirements can be better administered under Title 9 of the  
24 County Code.

25           (G) The Planning Commission conducted a public hearing on January 8, 1996 to accept public  
26 testimony on a proposed amendment to the zoning code text.

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**SECTION II.        AMENDMENT OF ZONING CODE, CHAPTER 11 OF THE**  
**MULTNOMAH COUNTY CODE.**

Multnomah County Code Chapter 11.15 is amended to read as follows:

**11.15.6700 Purposes**

The purposes of the Hillside Development and Erosion Control subdistrict are to promote the public health, safety and general welfare, and minimize public and private losses due to earth movement hazards in specified areas and minimize erosion and related environmental damage in unincorporated Multnomah County, all in accordance with ORS 215, LCDC Statewide Planning Goal No. 7 and OAR 340–41–455 for the Tualatin River Basin, and the Multnomah County Comprehensive Framework Plan Policy No. 14. This subdistrict is intended to:

- (A) Protect human life;
- (B) Protect property and structures;
- (C) Minimize expenditures for rescue and relief efforts associated with earth movement failures;
- (D) Control erosion, production and transport of sediment; and
- (E) Regulate land development actions including excavation and fills, drainage controls and protect exposed soil surfaces from erosive forces; and



(F) Control stormwater discharges and protect streams, ponds, and wetlands within the Tualatin River and Balch Creek Drainage Basins.

#### 11.15.6710 Permits Required

(A) **Hillside Development Permit:** All persons proposing development, construction, or site clearing (including tree removal) on property located in hazard areas as identified on the "Slope Hazard Map", or on lands with average slopes of 25 percent or more shall obtain a Hillside Development Permit as prescribed by this subdistrict, unless specifically exempted by MCC .6715.

~~(B) **Grading and Erosion Control Permit:** All persons proposing site grading:~~

~~(1) Where the volume of soil or earth material disturbed, stored, disposed of or used as fill exceeds 50 cubic yards, or~~

~~(2) Which obstructs or alters a drainage course, or~~

~~(3) Which takes place within 100 feet by horizontal measurement from the top of the bank of a watercourse, the mean high watermark (line of vegetation) of a body of water, or within the wetlands associated with a watercourse or water body, whichever distance is greater,~~

~~shall obtain a Grading and Erosion Control Permit as prescribed by this subdistrict, unless exempted by MCC .6715(B)(2) through (6) or .6715(C). Development projects subject to a Hillside Development Permit do not require a separate Grading and Erosion Control Permit.~~

~~(C) Grading and Erosion Control Permit: All persons proposing land disturbing activities within the Tualatin River and Balch Creek Drainage Basins shall first obtain a Grading and Erosion Control Permit, except as provided by MCC 11.15.6715(C) below.~~

#### **11.15.6715 Exempt Land Uses and Activities**

The following are exempt from the provisions of this Chapter:

(A) Development activities approved prior to February 20, 1990; except that within such a development, issuance of individual building permits for which application was made after February 20, 1990 shall conform to site-specific requirements applicable herein.

(B) General Exemptions – Outside the Tualatin River and Balch Creek Drainage Basins, all land-disturbing activities outlined below shall be undertaken in a manner designed to minimize earth movement hazards, surface runoff, erosion, and sedimentation and to safeguard life, limb, property, and the public welfare. A person performing such activities need not apply for a permit pursuant to this subdistrict, if :

(1) Natural and finished slopes will be less than 25 %; and,

(2) The disturbed or filled area is 20,000 square feet or less; and,

(3) The volume of soil or earth materials to be stored is 50 cubic yards or less; and,

(4) Rainwater runoff is diverted, either during or after construction, from an area smaller than 10,000 square feet; and,

1  
2 (5) Impervious surfaces, if any, of less than 10,000 square feet are to be created; and,

3  
4 (6) No drainageway is to be blocked or have its stormwater carrying capacities or characteristics  
5 modified.

6  
7 (C) Categorical Exemptions – Notwithstanding MCC .6715(A) and (B)(1) through (6), the following  
8 activities are exempt from the permit requirements, except that in the Tualatin River Drainage  
9 Basin, activities which effect water quality shall require a Permit pursuant to OAR 340-41-455(3):

10  
11 (1) An excavation below finished grade for basements and footings of a building, retaining wall,  
12 or other structure authorized by a valid building permit. This shall not exempt any fill made  
13 with the material from such excavation, nor exempt any excavation having an unsupported  
14 finished height greater than five feet.

15  
16 (2) Cemetery graves, but not cemetery soil disposal sites.

17  
18 (3) Excavations for wells, except that sites in the Tualatin Basin shall require Erosion Control  
19 Plans for spoils or exposed areas consistent with OAR 340-41-455(3).

20  
21 (4) Mineral extraction activities as regulated by MCC .7305 through .7335, except that sites in the  
22 Tualatin Basin shall require Erosion Control Plans for spoils or exposed areas consistent with  
23 OAR 340-41-455(3).

24  
25 (5) Exploratory excavations under the direction of certified engineering geologists or geotechnical  
26 engineers.

1  
2 (6) Routine agricultural crop management practices.

3  
4 (7) Residential gardening and landscape maintenance at least 100-feet by horizontal measurement  
5 from the top of the bank of a watercourse, or the mean high watermark (line of vegetation) of  
6 a body of water or wetland.

7  
8 (8) Emergency response activities intended to reduce or eliminate an immediate danger to life,  
9 property, or flood or fire hazards.

10  
11 (9) Forest practices as defined by ORS 527 (The State Forest Practices Act) and approved by the  
12 Oregon Department of Forestry.

13  
14 **11.15.6720 Application Information Required**

15  
16 An application for development subject to the requirements of this subdistrict shall include the follow-  
17 ing:

18  
19 (A) A map showing the property line locations, roads and driveways, existing structures, trees with 8-  
20 inch or greater caliper or an outline of wooded areas, watercourses and include the location of the  
21 proposed development(s) and trees proposed for removal.

22  
23 (B) An estimate of depths and the extent and location of all proposed cuts and fills.

24  
25 (C) The location of planned and existing sanitary drainfields and drywells.

(D) Narrative, map or plan information necessary to demonstrate compliance with MCC .6730(A).

The application shall provide applicable supplemental reports, certifications, or plans relative to: engineering, soil characteristics, stormwater drainage, stream protection, erosion control, and/or replanting.

**~~11.15.6725 Hillside Development Permit Process and Standards~~**

~~(A)~~(E) A Hillside Development permit may be approved by the Director only after the applicant provides:

(1) Additional topographic information showing that the proposed development to be on land with average slopes less than 25 percent, and located more than 200 feet from a known landslide, and that no cuts or fills in excess of 6 feet in depth are planned. High groundwater conditions shall be assumed unless documentation is available, demonstrating otherwise; or

(2) A geological report prepared by a Certified Engineering Geologist or Geotechnical Engineer certifying that the site is suitable for the proposed development; or,

(3) An HDP Form-1 completed, signed and certified by a Certified Engineering Geologist or Geotechnical Engineer with his/her stamp and signature affixed indicating that the site is suitable for the proposed development.

(a) If the HDP Form-1 indicates a need for further investigation, or if the Director requires further study based upon information contained in the HDP Form-1, a geotechnical report as specified by the Director shall be prepared and submitted.

1 ~~(BE)~~ Geotechnical Report Requirements

2  
3 (1) A geotechnical investigation in preparation of a Report required by MCC .6725(A)(3)(a) shall  
4 be conducted at the applicant's expense by a Certified Engineering Geologist or Geotechnical  
5 Engineer. The Report shall include specific investigations required by the Director and rec-  
6 ommendations for any further work or changes in proposed work which may be necessary to  
7 ensure reasonable safety from earth movement hazards.

8  
9 (2) Any development related manipulation of the site prior to issuance of a permit shall be subject  
10 to corrections as recommended by the Geotechnical Report to ensure safety of the proposed  
11 development.

12  
13 (3) Observation of work required by an approved Geotechnical Report shall be conducted by a  
14 Certified Engineering Geologist or Geotechnical Engineer at the applicant's expense; the geol-  
15 ogist's or engineer's name shall be submitted to the Director prior to issuance of the Permit.

16  
17 (4) The Director, at the applicant's expense, may require an evaluation of HDP Form-1 or the  
18 Geotechnical Report by another Certified Engineering Geologist or Geotechnical Engineer.

19  
20 ~~(EG)~~ Development plans shall be subject to and consistent with the Design Standards For  
21 Grading and Erosion Control in MCC .6730(A) through (D). Conditions of approval may be  
22 imposed to assure the design meets those standards.

23  
24 **11.15.6730 Grading and Erosion Control ~~Permit~~ Standards**

25  
26 Approval of development plans on sites subject to a ~~Grading and Erosion Control Hillside~~

1 Development Permit shall be based on findings that the proposal adequately addresses the following  
2 standards. Conditions of approval may be imposed to assure the design meets the standards:  
3

4 (A) Design Standards For Grading and Erosion Control  
5

6 (1) Grading Standards  
7

8 (a) Fill materials, compaction methods and density specifications shall be indicated. Fill  
9 areas intended to support structures shall be identified on the plan. The Director or dele-  
10 gate may require additional studies or information or work regarding fill materials and  
11 compaction;  
12

13 (b) Cut and fill slopes shall not be steeper than 3:1 unless a geological and/or engineering  
14 analysis certifies that steep slopes are safe and erosion control measures are specified;  
15

16 (c) Cuts and fills shall not endanger or disturb adjoining property;  
17

18 (d) The proposed drainage system shall have adequate capacity to bypass through the devel-  
19 opment the existing upstream flow from a storm of 10-year design frequency;  
20

21 (e) Fills shall not encroach on natural watercourses or constructed channels unless measures  
22 are approved which will adequately handle the displaced streamflow for a storm of 10-  
23 year design frequency;  
24

25 (2) Erosion Control Standards  
26

1 (a) On sites within the Tualatin River Drainage Basin, erosion and stormwater control plans  
2 shall satisfy the requirements of OAR 340. Erosion and stormwater control plans shall be  
3 designed to perform as prescribed by the "*Erosion Control Plans Technical Guidance*  
4 *Handbook*" and the "*Surface Water Quality Facilities Technical Guidance Handbook*".  
5 Land-disturbing activities within the Tualatin Basin shall provide a 100-foot undisturbed  
6 buffer from the top of the bank of a stream, or the ordinary high watermark (line of vege-  
7 tation) of a water body, or within 100-feet of a wetland; unless a mitigation plan consis-  
8 tent with OAR 340 is approved for alterations within the buffer area.

9  
10 (b) Stripping of vegetation, grading, or other soil disturbance shall be done in a manner  
11 which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose  
12 the smallest practical area at any one time during construction;

13  
14 (c) Development Plans shall minimize cut or fill operations and ensure conformity with  
15 topography so as to create the least erosion potential and adequately accommodate the  
16 volume and velocity of surface runoff;

17  
18 (d) Temporary vegetation and/or mulching shall be used to protect exposed critical areas dur-  
19 ing development;

20  
21 (e) Whenever feasible, natural vegetation shall be retained, protected, and supplemented;

22  
23 (i) A 100-foot undisturbed buffer of natural vegetation shall be retained from the top of  
24 the bank of a stream, or from the ordinary high watermark (line of vegetation) of a  
25 water body, or within 100-feet of a wetland;



1 (ii) The buffer required in (i) may only be disturbed upon the approval of a mitigation  
2 plan which utilizes erosion and stormwater control features designed to perform as  
3 effectively as those prescribed in the "*Erosion Control Plans Technical Guidance*  
4 *Handbook*" and the "*Surface Water Quality Facilities Technical Guidance*  
5 *Handbook*" and which is consistent with attaining equivalent surface water quality  
6 standards as those established for the Tualatin River Drainage Basin in OAR 340;

7  
8 (f) Permanent plantings and any required structural erosion control and drainage measures  
9 shall be installed as soon as practical;

10  
11 (g) Provisions shall be made to effectively accommodate increased runoff caused by altered  
12 soil and surface conditions during and after development. The rate of surface water  
13 runoff shall be structurally retarded where necessary;

14  
15 (h) Sediment in the runoff water shall be trapped by use of debris basins, silt traps, or other  
16 measures until the disturbed area is stabilized;

17  
18 (i) Provisions shall be made to prevent surface water from damaging the cut face of excava-  
19 tions or the sloping surface of fills by installation of temporary or permanent drainage  
20 across or above such areas, or by other suitable stabilization measures such as mulching  
21 or seeding;

22  
23 (j) All drainage provisions shall be designed to adequately carry existing and potential sur-  
24 face runoff to suitable drainageways such as storm drains, natural watercourses, drainage  
25 swales, or an approved drywell system;

- 1 (k) Where drainage swales are used to divert surface waters, they shall be vegetated or pro-  
2 tected as required to minimize potential erosion;  
3
- 4 (l) Erosion and sediment control devices shall be required where necessary to prevent pollut-  
5 ing discharges from occurring. Control devices and measures which may be required  
6 include, but are not limited to:  
7
- 8 (i) Energy absorbing devices to reduce runoff water velocity;  
9
- 10 (ii) Sedimentation controls such as sediment or debris basins. Any trapped materials shall  
11 be removed to an approved disposal site on an approved schedule;  
12
- 13 (iii) Dispersal of water runoff from developed areas over large undisturbed areas.  
14
- 15 (m) Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams  
16 or drainageways by applying mulch or other protective covering; or by location at a suf-  
17 ficient distance from streams or drainageways; or by other sediment reduction measures;  
18
- 19 (n) Such non-erosion pollution associated with construction such as pesticides, fertilizers,  
20 petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented  
21 from leaving the construction site through proper handling, disposal, continuous site  
22 monitoring and clean-up activities.  
23
- 24 (o) On sites within the Balch Creek Drainage Basin, erosion and stormwater control features  
25 shall be designed to perform as effectively as those prescribed in the *Erosion Control*  
26 *Plans Technical Guidance Handbook* (January, 1991). All land disturbing activities with-

1 in the basin shall be confined to the period between May first and October first of any  
2 year. All permanent vegetation or a winter cover crop shall be seeded or planted by  
3 October first the same year the development was begun; all soil not covered by buildings  
4 or other impervious surfaces must be completely vegetated by December first the same  
5 year the development was begun.

6  
7 (B) Responsibility

8  
9 (1) Whenever sedimentation is caused by stripping vegetation, regrading or other development, it  
10 shall be the responsibility of the person, corporation or other entity causing such sedimenta-  
11 tion to remove it from all adjoining surfaces and drainage systems prior to issuance of occu-  
12 pancy or final approvals for the project;

13  
14 (2) It is the responsibility of any person, corporation or other entity doing any act on or across a  
15 communal stream watercourse or swale, or upon the floodplain or right-of-way thereof, to  
16 maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain, or  
17 right-of-way during such activity, and to return it to its original or equal condition.

18  
19 (C) Implementation

20  
21 (1) Performance Bond – A performance bond may be required to assure the full cost of any  
22 required erosion and sediment control measures. The bond may be used to provide for the  
23 installation of the measures if not completed by the contractor. The bond shall be released  
24 upon determination the the control measures have or can be expected to perform satisfactorily.  
25 The bond may be waived if the Director determines the scale and duration of the project and  
26 the potential problems arising therefrom will be minor.

(2) Inspection and Enforcement. The requirements of this subdistrict shall be enforced by the Planning Director. If inspection by County staff reveals erosive conditions which exceed those prescribed by the Hillside Development Permit ~~or Grading and Erosion Control Permit~~, work may be stopped until appropriate correction measures are completed.

(D) Final Approvals

A certificate of Occupancy or other final approval shall be granted for development subject to the provisions of this subdistrict only upon satisfactory completion of all applicable requirements.

**11.15.6735 Hillside Development and Erosion Control Related Definitions:**

(A) *Certified Engineering Geologist* – Any person who has obtained certification by the State of Oregon as an engineering geologist.

(B) *Cut*:

(1) An excavation;

(2) The difference between a point on the original ground surface and the point of lowest elevation on the final grade;

(3) The material removed in excavation work.

(C) *Development Area* – The total area of alteration of the naturally occurring ground surface resulting

1 from construction activities whether permanent or temporary.

2  
3 (D) *Drainage Area* – The subject property together with the watershed (acreage) contributing water  
4 runoff to and receiving water runoff from the subject property.

5  
6 (E) *Drainageway* – Any natural or artificial stream, swale, creek, river, ditch, channel, canal or other  
7 open water-course.

8  
9 (F) *Earth Movement* – Any type of land surface failure resulting in the downslope movement of mate-  
10 rial . The term includes, but is not limited to, soil creep, mudflow, rockslides, block failures, and  
11 massive landslides.

12  
13 (G) *Erosion* – The wearing away or removal of earth surface materials by the action of natural ele-  
14 ments or forces including, but not limited to, wind, water or gravity.

15  
16 (H) *Excavation* – Any act by which earth, sand, gravel, rock or any similar material is dug into, cut,  
17 quarried, uncovered, removed, displaced, relocated or bulldozed, including the conditions resulting  
18 therefrom.

19  
20 (I) *Fill*:

21  
22 (1) Any act by which earth, sand, gravel, rock or similar material is pushed, placed, dumped,  
23 stacked, pulled, transported, or in any way moved to a new location above the existing natural  
24 surface of the ground or on the top of a stripped surface, including the condition resulting  
25 therefrom.

1 (2) The difference in elevation between a point on the original ground surface and the point of  
2 higher elevation on a finished grade.

3  
4 (3) The material used to make a fill.

5  
6 (J) *Geotechnical Engineer* - A Civil Engineer, licensed to practice in the State of Oregon, who by  
7 training, education and experience is competent in the practice of geotechnical or soils engineering  
8 practices.

9  
10 (K) *Geotechnical Report* - Any information required in addition to Form 1 which clarifies the geotech-  
11 nical conditions of a proposed development site. Examples of this would be reports on test hole  
12 borings, laboratory tests or analysis of materials, or hydrologic studies.

13  
14 (L) *Grading* - Any stripping, cutting, filling, stockpiling or any combination thereof, including the  
15 land in its cut or filled condition.

16  
17 (M) *HDP Form-1* - The form required for specified developments subject to the Hillside Development  
18 and Erosion Control subdistrict. It contains a geotechnical reconnaissance and stability question-  
19 naire which must be filled out and certified by a Certified Engineering Geologist or Geotechnical  
20 Engineer.

21  
22 (N) *Land-disturbing Activities* - Any act which alters earth, sand, gravel, or similar materials and  
23 exposes the same to the elements of wind, water, or gravity. Land-disturbing activities includes:  
24 excavations or fills, site grading, and soil storage.

25  
26 (O) *Mulch* - Materials spread over the surface of the ground, especially freshly graded or exposed

soils, to prevent physical damage from erosive agents such as storm water, precipitation or wind, and which shield soil surfaces until vegetative cover or other stabilization measures can take effect.

(P) *Ordinary High Water Mark* – Features found by examining the bed and banks of a stream and ascertaining where the presence and action of waters are so common and usual, and so long maintained in all ordinary years, as to mark upon the land a character distinct from that of the abutting upland, particularly with respect to vegetation. For streams where such features cannot be found, the channel bank shall be substituted. In braided channels and alluvial fans, the ordinary high water mark shall be measured to include the entire stream feature.

(Q) *Slope:*

(1) Any ground whose surface makes an angle from the horizontal; or

(2) The face of an embankment or cut section.

(R) *Slope Hazard Map* – A series of maps (Figures 1A. through 6A.) prepared by Shannon & Wilson, Inc., dated September, 1978, and on file in the Office of the Director, Department of Environmental Services;

(S) *Spoil Material* – Any rock, sand, gravel, soil or other earth material removed by excavation or other grading activities.

(T) *Stream* – Areas where surface waters flow sufficient to produce a defined channel or bed. A defined channel or bed is indicated by hydraulically sorted sediments or the removal of vegetative

litter or loosely rooted vegetation by the action of moving water. The channel or bed need not contain water year-round. This definition is not meant to include irrigation ditches, canals, stormwater runoff devices or other entirely artificial watercourses unless they are used to convey Class 1 or 2 streams naturally occurring prior to construction. Those topographic features resembling streams but which have no defined channels (e.g. swales) shall be considered streams when hydrologic and hydraulic analyzes performed pursuant to a development proposal predict formation of a defined channel after development.

(U) *Stream Protection* – Activities or conditions which avoid or lessen adverse water quality and turbidity effects to a stream.

(V) *Topographic Information* – Surveyed elevation information which details slopes, contour intervals and drainageways. Topographic information shall be prepared by a registered land surveyor or a registered professional engineer qualified to provide such information and represented on maps with a contour interval not to exceed 10 feet.

(W) *Vegetation* – All plant growth, especially trees, shrubs, grasses and mosses.

(X) *Vegetative Protection* – Stabilization of erosive or sediment-producing areas by covering the soil with:

(1) Permanent seeding, producing long-term vegetative cover;

(2) Short-term seeding, producing temporary vegetative cover;

(3) Sodding, producing areas covered with a turf or perennial sod-forming grass; or



(4) Netting with seeding if the final grade has not stabilized.

(Y) *Water Body* – Areas permanently or temporarily flooded which may exceed the deepwater boundary of wetlands. Water depth is such that water, and not the air, is the principal medium in which prevalent organisms live. Water bodies include rivers, creeks, lakes, and ponds.

(Z) *Watercourse* – Natural and artificial features which transport surface water. Watercourse includes a river, stream, creek, slough, ditch, canal, or drainageway.

### SECTION III. AMENDMENT OF COUNTY CODE.

Multnomah County Code Title 9 is amended to read as follows:

#### BUILDING AND SPECIALTY CODES

#### CHAPTER 9.40. GRADING AND EROSION CONTROL CODE

9.40.005 Purposes

9.40.010 Permits Required

9.40.020 Exemptions

9.40.030 Application Information Required

9.40.040 Grading and Erosion Control Permit Standards

9.50.050 Erosion Control Related Definitions

9.40.005 Purposes

1  
2 The purposes of the Hillside Development and Erosion Control subdistrict are to promote the public  
3 health, safety and general welfare, and minimize public and private losses due to earth movement haz-  
4 ards in specified areas and minimize erosion and related environmental damage in unincorporated  
5 Multnomah County, all in accordance with ORS 215, LCDC Statewide Planning Goal No. 7 and OAR  
6 340-41-455 for the Tualatin River Basin, and the Multnomah County Comprehensive Framework Plan  
7 Policy No. 14. This subdistrict is intended to:

8  
9 (A) Protect human life;

10  
11 (B) Protect property and structures;

12  
13 (C) Minimize expenditures for rescue and relief efforts associated with earth movement fail-  
14 ures;

15  
16 (D) Control erosion, production and transport of sediment; and

17  
18 (E) Regulate land development actions including excavation and fills, drainage controls and protect  
19 exposed soil surfaces from erosive forces; and

20  
21 (F) Control stormwater discharges and protect streams, ponds, and wetlands within the Tualatin River  
22 and Balch Creek Drainage Basins.

23  
24 **9.40.010 Permits Required**

25  
26 (A) Grading and Erosion Control Permit: All persons proposing site grading:

(1) Where the volume of soil or earth material disturbed, stored, disposed of or used as fill exceeds 50 cubic yards, or

(2) Which obstructs or alters a drainage course, or

(3) Which takes place within 100 feet by horizontal measurement from the top of the bank of a watercourse, the mean high watermark (line of vegetation) of a body of water, or within the wetlands associated with a watercourse or water body, whichever distance is greater, shall obtain a Grading and Erosion Control Permit as prescribed by this subdistrict, unless exempted by MCC 9.40.020(B)(2) through (6) or 9.40.020(C). Development projects subject to a Hillside Development Permit do not require a separate Grading and Erosion Control Permit.

**(B) Grading and Erosion Control Permit:** All persons proposing land-disturbing activities within the Tualatin River and Balch Creek Drainage Basins shall first obtain a Grading and Erosion Control Permit, except as provided by MCC 9.40.020(C) below.

#### **9.40.020 Exempt Land Uses and Activities**

The following are exempt from the provisions of this Chapter:

(A) Development activities approved prior to February 20, 1990; except that within such a development, issuance of individual building permits for which application was made after February 20, 1990 shall conform to site-specific requirements applicable herein.

(B) General Exemptions – Outside the Tualatin River and Balch Creek Drainage Basins, all land-dis-

1 turbing activities outlined below shall be undertaken in a manner designed to minimize earth  
2 movement hazards, surface runoff, erosion, and sedimentation and to safeguard life, limb, proper-  
3 ty, and the public welfare. A person performing such activities need not apply for a permit pur-  
4 suant to this subdistrict, if :

5  
6 (1) Natural and finished slopes will be less than 25 %; and,

7  
8 (2) The disturbed or filled area is 20,000 square feet or less; and,

9  
10 (3) The volume of soil or earth materials to be stored is 50 cubic yards or less; and,

11  
12 (4) Rainwater runoff is diverted, either during or after construction, from an area smaller than  
13 10,000 square feet; and,

14  
15 (5) Impervious surfaces, if any, of less than 10,000 square feet are to be created; and,

16  
17 (6) No drainageway is to be blocked or have its stormwater carrying capacities or characteristics  
18 modified,

19  
20 (C) Categorical Exemptions – Notwithstanding MCC 9.40.020(A) and (B)(1) through (6), the follow-  
21 ing activities are exempt from the permit requirements, except that in the Tualatin River Drainage  
22 Basin, activities which effect water quality shall require a Permit pursuant to OAR 340-41-455(3);

23  
24 (1) An excavation below finished grade for basements and footings of a building, retaining wall,  
25 or other structure authorized by a valid building permit. This shall not exempt any fill made  
26 with the material from such excavation, nor exempt any excavation having an unsupported

1        finished height greater than five feet.

2  
3        (2) Cemetery graves, but not cemetery soil disposal sites.

4  
5        (3) Excavations for wells, except that sites in the Tualatin Basin shall require Erosion Control  
6        Plans for spoils or exposed areas consistent with OAR 340-41-455(3).

7  
8        (4) Mineral extraction activities as regulated by MCC 11.15.7305 through 11.15.7335, except that  
9        sites in the Tualatin Basin shall require Erosion Control Plans for spoils or exposed areas con-  
10       sistent with OAR 340-41-455(3).

11  
12       (5) Exploratory excavations under the direction of certified engineering geologists or geotechnical  
13       engineers.

14  
15       (6) Routine agricultural crop management practices.

16  
17       (7) Residential gardening and landscape maintenance at least 100-feet by horizontal measurement  
18       from the top of the bank of a watercourse, or the mean high watermark (line of vegetation) of  
19       a body of water or wetland.

20  
21       (8) Emergency response activities intended to reduce or eliminate an immediate danger to life,  
22       property, or flood or fire hazards.

23  
24       (9) Forest practices as defined by ORS 527 (The State Forest Practices Act) and approved by the  
25       Oregon Department of Forestry.

1 **9.40.030 Application Information Required**

2  
3 An application for development subject to the requirements of this subdistrict shall include the follow-  
4 ing:

5  
6 (A) A map showing the property line locations, roads and driveways, existing structures, trees with 8-  
7 inch or greater caliper or an outline of wooded areas, watercourses and include the location of the  
8 proposed development(s) and trees proposed for removal.

9  
10 (B) An estimate of depths and the extent and location of all proposed cuts and fills.

11  
12 (C) The location of planned and existing sanitary drainfields and drywells.

13  
14 (D) Narrative, map or plan information necessary to demonstrate compliance with MCC .6730(A).  
15 The application shall provide applicable supplemental reports, certifications, or plans relative to:  
16 engineering, soil characteristics, stormwater drainage, stream protection, erosion control, and/or  
17 replanting.

18  
19 **9.40.040 Grading and Erosion Control Permit Standards**

20  
21 Approval of development plans on sites subject to a Grading and Erosion Control Permit shall be based  
22 on findings that the proposal adequately addresses the following standards. Conditions of approval  
23 may be imposed to assure the design meets the standards:

24  
25 (A) Design Standards For Grading and Erosion Control

1       (1) Grading Standards

2  
3       (a) Fill materials, compaction methods and density specifications shall be indicated. Fill  
4       areas intended to support structures shall be identified on the plan. The Director or dele-  
5       gate may require additional studies or information or work regarding fill materials and  
6       compaction;

7  
8       (b) Cut and fill slopes shall not be steeper than 3:1 unless a geological and/or engineering  
9       analysis certifies that steep slopes are safe and erosion control measures are specified;

10  
11       (c) Cuts and fills shall not endanger or disturb adjoining property;

12  
13       (d) The proposed drainage system shall have adequate capacity to bypass through the devel-  
14       opment the existing upstream flow from a storm of 10-year design frequency;

15  
16       (e) Fills shall not encroach on natural watercourses or constructed channels unless measures  
17       are approved which will adequately handle the displaced streamflow for a storm of 10-  
18       year design frequency;

19  
20       (2) Erosion Control Standards

21  
22       (a) On sites within the Tualatin River Drainage Basin, erosion and stormwater control plans  
23       shall satisfy the requirements of OAR 340. Erosion and stormwater control plans shall be  
24       designed to perform as prescribed by the “Erosion Control Plans Technical Guidance  
25       Handbook” and the “Surface Water Quality Facilities Technical Guidance Handbook”.  
26       Land-disturbing activities within the Tualatin Basin shall provide a 100-foot undisturbed

1 buffer from the top of the bank of a stream, or the ordinary high watermark (line of vege-  
2 tation) of a water body, or within 100-feet of a wetland; unless a mitigation plan consis-  
3 tent with OAR 340 is approved for alterations within the buffer area. \_\_\_\_\_  
4

5 (b) Stripping of vegetation, grading, or other soil disturbance shall be done in a manner  
6 which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose  
7 the smallest practical area at any one time during construction;  
8

9 (c) Development Plans shall minimize cut or fill operations and ensure conformity with  
10 topography so as to create the least erosion potential and adequately accommodate the  
11 volume and velocity of surface runoff;  
12

13 (d) Temporary vegetation and/or mulching shall be used to protect exposed critical areas dur-  
14 ing development;  
15

16 (e) Whenever feasible, natural vegetation shall be retained, protected, and supplemented;  
17

18 (i) A 100-foot undisturbed buffer of natural vegetation shall be retained from the top of  
19 the bank of a stream, or from the ordinary high watermark (line of vegetation) of a  
20 water body, or within 100-feet of a wetland;  
21

22 (ii) The buffer required in (i) may only be disturbed upon the approval of a mitigation  
23 plan which utilizes erosion and stormwater control features designed to perform as  
24 effectively as those prescribed in the "Erosion Control Plans Technical Guidance  
25 Handbook" and the "Surface Water Quality Facilities Technical Guidance  
26 Handbook" and which is consistent with attaining equivalent surface water quality



standards as those established for the Tualatin River Drainage Basin in OAR 340:

(f) Permanent plantings and any required structural erosion control and drainage measures shall be installed as soon as practical;

(g) Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;

(h) Sediment in the runoff water shall be trapped by use of debris basins, silt traps, or other measures until the disturbed area is stabilized;

(i) Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching or seeding;

(j) All drainage provisions shall be designed to adequately carry existing and potential surface runoff to suitable drainageways such as storm drains, natural watercourses, drainage swales, or an approved drywell system;

(k) Where drainage swales are used to divert surface waters, they shall be vegetated or protected as required to minimize potential erosion;

(l) Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required

1 include, but are not limited to:

2  
3 (i) Energy absorbing devices to reduce runoff water velocity;

4  
5 (ii) Sedimentation controls such as sediment or debris basins. Any trapped materials shall  
6 be removed to an approved disposal site on an approved schedule;

7  
8 (iii) Dispersal of water runoff from developed areas over large undisturbed areas.

9  
10 (m)Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams  
11 or drainageways by applying mulch or other protective covering; or by location at a suf-  
12 ficient distance from streams or drainageways; or by other sediment reduction measures;

13  
14 (n) Such non-erosion pollution associated with construction such as pesticides, fertilizers,  
15 petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented  
16 from leaving the construction site through proper handling, disposal, continuous site  
17 monitoring and clean-up activities.

18  
19 (o) On sites within the Balch Creek Drainage Basin, erosion and stormwater control features  
20 shall be designed to perform as effectively as those prescribed in the *Erosion Control*  
21 *Plans Technical Guidance Handbook* (January, 1991). All land disturbing activities with-  
22 in the basin shall be confined to the period between May first and October first of any  
23 year. All permanent vegetation or a winter cover crop shall be seeded or planted by  
24 October first the same year the development was begun; all soil not covered by buildings  
25 or other impervious surfaces must be completely vegetated by December first the same  
26 year the development was begun.

1  
2 (B) Responsibility  
3

4 (1) Whenever sedimentation is caused by stripping vegetation, regrading or other development, it  
5 shall be the responsibility of the person, corporation or other entity causing such sedimenta-  
6 tion to remove it from all adjoining surfaces and drainage systems prior to issuance of occu-  
7 pancy or final approvals for the project;  
8

9 (2) It is the responsibility of any person, corporation or other entity doing any act on or across a  
10 communal stream watercourse or swale, or upon the floodplain or right-of-way thereof, to  
11 maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain, or  
12 right-of-way during such activity, and to return it to its original or equal condition.  
13

14 (C) Implementation  
15

16 (1) Performance Bond – A performance bond may be required to assure the full cost of any  
17 required erosion and sediment control measures. The bond may be used to provide for the  
18 installation of the measures if not completed by the contractor. The bond shall be released  
19 upon determination the the control measures have or can be expected to perform satisfactorily.  
20 The bond may be waived if the Director determines the scale and duration of the project and  
21 the potential problems arising therefrom will be minor.  
22

23 (2) Inspection and Enforcement. The requirements of this subdistrict shall be enforced by the  
24 Planning Director. If inspection by County staff reveals erosive conditions which exceed  
25 those prescribed by the Hillside Development Permit or Grading and Erosion Control Permit,  
26 work may be stopped until appropriate correction measures are completed.

1  
2 (D) Final Approvals

3  
4 A certificate of Occupancy or other final approval shall be granted for development subject to the  
5 provisions of this subdistrict only upon satisfactory completion of all applicable requirements.  
6

7 9.40.050 Erosion Control Related Definitions:

8  
9 (A) Certified Engineering Geologist – Any person who has obtained certification by the State of  
10 Oregon as an engineering geologist.  
11

12 (B) Cut:

13  
14 (1) An excavation;

15  
16 (2) The difference between a point on the original ground surface and the point of lowest eleva-  
17 tion on the final grade;

18 (3) The material removed in excavation work.  
19

20 (C) Development Area – The total area of alteration of the naturally occurring ground surface resulting  
21 from construction activities whether permanent or temporary.  
22

23 (D) Drainage Area – The subject property together with the watershed (acreage) contributing water  
24 runoff to and receiving water runoff from the subject property.  
25

26 (E) Drainageway – Any natural or artificial stream, swale, creek, river, ditch, channel, canal or other

1       open water-course.

2  
3       (F) Earth Movement – Any type of land surface failure resulting in the downslope movement of mate-  
4       rial . The term includes, but is not limited to, soil creep, mudflow, rockslides, block failures, and  
5       massive landslides.

6  
7       (G) Erosion – The wearing away or removal of earth surface materials by the action of natural ele-  
8       ments or forces including, but not limited to, wind, water or gravity.

9  
10       (H) Excavation – Any act by which earth, sand, gravel, rock or any similar material is dug into, cut,  
11       quarried, uncovered, removed, displaced, relocated or bulldozed, including the conditions resulting  
12       therefrom.

13  
14       (I) Fill:

15  
16       (1) Any act by which earth, sand, gravel, rock or similar material is pushed, placed, dumped,  
17       stacked, pulled, transported, or in any way moved to a new location above the existing natural  
18       surface of the ground or on the top of a stripped surface, including the condition resulting  
19       therefrom.

20  
21       (2) The difference in elevation between a point on the original ground surface and the point of  
22       higher elevation on a finished grade.

23  
24       (3) The material used to make a fill.

25  
26       (J) Geotechnical Engineer - A Civil Engineer, licensed to practice in the State of Oregon, who by

1 training, education and experience is competent in the practice of geotechnical or soils engineering  
2 practices.

3  
4 (K) *Geotechnical Report* – Any information required in addition to Form 1 which clarifies the geotech-  
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20 (O) *Mulch* – Materials spread over the surface of the ground, especially freshly graded or exposed  
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22 and which shield soil surfaces until vegetative cover or other stabilization measures can take  
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25 (P) *Ordinary High Water Mark* – Features found by examining the bed and banks of a stream and  
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2 upland, particularly with respect to vegetation. For streams where such features cannot be found,  
3 the channel bank shall be substituted. In braided channels and alluvial fans, the ordinary high  
4 water mark shall be measured to include the entire stream feature. —

5  
6 (Q) Slope:

7  
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9  
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**SECTION IV. AMENDMENT OF FEES.**

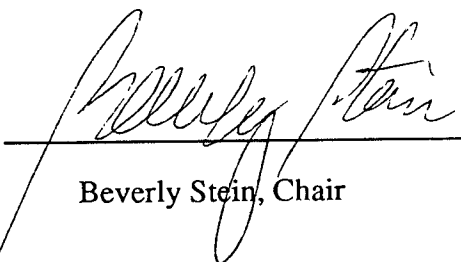
MCC 11.15.9015 (K) is hereby Deleted

MCC 9.40.060 Fee Grading and Erosion Control Permit.....\$300.00 is hereby added

ADOPTED THIS 21st day of March, 1996, being the date of its second reading before the Board of County Commissioners of Multnomah County.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By 

SANDRA DUFFY, CHIEF ASSISTANT COUNTY COUNSEL

MEETING DATE: MAR 21 1996

AGENDA #: R-10

ESTIMATED START TIME: \_\_\_\_\_

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Amend Library Levy Ballot Title

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

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

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

REGULAR MEETING: DATE REQUESTED: March 21, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSS DIVISION: Budget & Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822

BLDG/ROOM #: \_\_\_\_\_

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to Ballot Title for Three Year Rate Based Serial Levy to Fund Library Services

3/21/96 CERTIFIED TRUE COPIES TO DAVE WARREN, DAVE  
BOYER, Courtney Wilton/TSCC & Vicki Ervin/Elections

3/21/96 COPIES TO  
& Cawnie Cooper & Gloria Fisher

SIGNATURES REQUIRED: DAVE WARREN

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

(OR)

DEPARTMENT

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 MAR 18 PM 5:22

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: March 18, 1996

REQUESTED PLACEMENT DATE: March 21, 1996

SUBJECT: Amending 1996-1999 Library Levy Ballot Measure

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## I. Recommendation / Action Requested:

Amend Ballot Title for Library Levy.

## II. Background / Analysis:

The County proposes to levy \$0.4034 per thousand of assessed value for three years beginning July 1, 1996 for operations of the County Library system. This rate based levy will replace the current authorized \$0.4034 per thousand rate based levy that expires on June 30, 1996.

The ballot measure to be on the May 21, 1996 ballot was approved by the Board on March 7, 1996.

The amendments proposed in this action include the word "authorized" three times where the current rate is referred to and deletes the word "support" from the Summary to keep within the permitted number of words. The intent of the proposed changes is technical clarification. The proposed levy is at the same rate that was authorized for the 1993-96 levy. The actual amount collected in 1995-96 required a rate of approximately \$0.36 per thousand of assessed value, four cents per thousand below the authorized rate.

## III. Financial Impact:

The ballot measure will show the estimated annual levy amounts from this rate based levy as:

1996-97	\$15,250,000
1997-98	16,350,000
1998-99	17,460,000

Note that these amounts exceed the net levy proceeds required to cover the costs of the Library program. Discounts and delinquent taxes reduce the amount of taxes collected in each of the years of the levy. In order to arrive at the amounts necessary to cover expenditures, the County must levy a higher amount. The rate based levy will not cover the operational costs of the library programs. The Library Levy Fund will require \$19.5 million of General Fund support over the next three years to pay for the proposed level of program.

Not also that the amounts shown above compare with the amounts collected under the expiring levy:

1993-94	\$11,021,029
1994-95	11,789,579
1995-96	12,614,849

IV. Legal Issues:

The technical changes will be substituted for the March 7 measure.

V. Controversial Issues:

VI. Link to Current County Policies:

VII. Citizen Participation:

VIII. Other Government Participation:

# Library Levy

## Caption

Renew three year serial levy to keep public libraries open.

## Question

Shall Multnomah County operate libraries, levy 40.34 cents per \$1,000 assessed value outside tax base for three years beginning 1996-97?

## Summary

Levy renewal keeps the Central Library and all branch libraries open, and provides these expanded services:

- More books and other library materials;
- Replacement of outdated and damaged library materials;
- Youth programs, including story hours for toddlers, homework help for students, and special reading programs, with attention to kids in day care;
- Special library programs for adults, senior citizens on technology and other subjects;
- Greatly expanded hours at Central and branch libraries ;
- Open busiest branch libraries on Mondays for the first time in 20 years;

Renewal of three-year serial levy represents no increase in current ~~support~~ authorized tax rate.

If the levy is not approved, library services will be reduced significantly, library hours will be shortened, and some libraries may be closed.

Levy cost estimate is about 40 cents per \$1,000 assessed value per year. Typical home pays about \$5 per month.

This serial levy revenue, dedicated to library operations, is estimated to provide \$15.25 million in 1996-7, \$16.35 million in 1997-98, \$17.46 million in 1998-99.

The estimate tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate.

The levy is subject to the \$10 local government limit in Section 11b, Article XI, Oregon Constitution.

## Explanation

No Increase in the Current Authorized Tax Rate

Measure 26-41 will renew the library operations levy and allow the libraries to provide new services with no increase in the current authorized tax rate. The levy will help

Underlined language is added, ~~lined-out~~ language is deleted.

operate the downtown Central Library, Gresham Library, Midland Library, and other branch libraries throughout Multnomah County.

### **Increased Hours for County Libraries**

It will increase the number of days and hours these libraries are open and will provide the funds to buy library books and other materials.

### **Who the Library Serves**

The Multnomah County Library serves the people of the county by providing books and other materials to meet their informational, educational, cultural and recreational needs.

The Multnomah County Library system is among the busiest in the nation and provides services every year to over 500,000 library card holders. That is over 70% of the people who live in Multnomah County. Nearly 8 million books and other library materials are borrowed from the library each year. Library staff annually responds to more than 800,000 requests for information. More than 1,000 people a day access the library by dialing in to the library's automated system.

### **What the Library Provides: Books and More**

Renewal of the library levy will keep our libraries open, and continue to provide and add these services:

- Operating and staffing downtown Central Library, Gresham Library, Midland Library and 12 other branch libraries located throughout Multnomah County.
- Extended hours at the Central and branch libraries.
- Buying more books and other library materials and continue improvements in library technology.
- Operating and staffing two new branches, a medium-sized library in Northwest Portland and a small branch in cooperation with Parkrose School District.
- Library service to children, adults and senior citizens with special needs.
- 24-hour-a-day access to DYNA, the library's computerized card catalog and community resource and events calendar data base, and increase access to other stored computerized information and data.
- Special child and youth programs including story hours for toddlers, homework help for students, and reading programs with special attention to kids in day care.
- Adult and senior citizen programs on technology and other subjects.
- Information and reference materials for students, jobseekers, and the general public.

The renewed three year serial levy cost is about 40 cents per \$1,000 of assessed value. The typical home in Multnomah County pays about \$5.00 per month over three years, for library operations and the services listed above.

llevy31a.doc

Underlined language is added, ~~lined-out~~ language is deleted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Amendment to Ballot Title for Three Year	)	
Rate Based Serial Levy to Fund Library	)	RESOLUTION
Services	)	96-51

WHEREAS, on March 7, 1996 the Board of County Commissioners approved a ballot measure calling for an election on a three-year, rate based serial levy funding library services; and

WHEREAS, there has been public discussion regarding technical aspects of the wording of the original measure; and

WHEREAS, the Board wishes to assure that the public is fully informed about the proposed measure;

NOW, THEREFORE, IT IS RESOLVED that

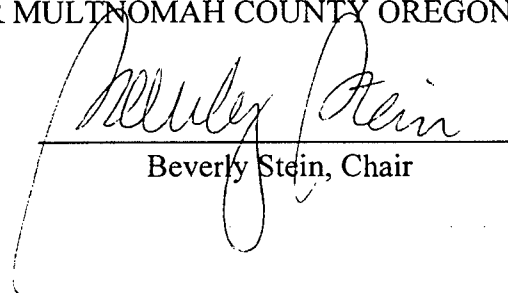
1. The amended measure described in Exhibit "A" (Ballot Title) shall be submitted to the electors of Multnomah County.
2. Exhibit "A" (Ballot Title) is hereby adopted and made a part of this Resolution. The Ballot Title shall be printed substantially in the form set forth herein.
3. The Levy will be outside the 6% limitation of Article XI, Section 11, Oregon Constitution.
4. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.
5. The measure is certified to comply with ORS 310.180 to 310.188; the Tax Supervising and Conservation Commission having held a tax coordination hearing on January 10, 1996.

6. The Clerk of the Board shall forthwith deliver certified copies of this resolution to the director of the Division of Elections and the Tax Supervising and Conservation Commission for their action as provided by law.

ADOPTED this 21st day of March, 1996.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

Laurence Kressel, County Counsel



## Library Levy

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Renew three year serial levy to keep public libraries open.

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If the levy is not approved, library services will be reduced significantly, library hours will be shortened, and some libraries may be closed.

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operate the downtown Central Library, Gresham Library, Midland Library, and other branch libraries throughout Multnomah County.

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The renewed three year serial levy cost is about 40 cents per \$1,000 of assessed value. The typical home in Multnomah County pays about \$5.00 per month over three years, for library operations and the services listed above.

**BOGSTAD Deborah L**

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**From:** KRESSEL Larry  
**To:** COOPER Ginnie; #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4  
**Subject:** Ballot Title Challenge: Library levy  
**Date:** Tuesday, April 02, 1996 2:27PM

Clyde Brummel has filed a circuit court challenge to the final ballot title for the library levy. A copy of his petition is available from the clerk of the board. I faxed another copy to Jeanne Goodrich.

The petition basically makes three points. First, Mr. Brummel mistakenly believes we intend the voters' pamphlet statement to be a part of the ballot title. We don't. Second, he wants the ballot title to clearly show we will be collecting more money under this levy than under the prior levy. Third, he has a number of phrases he would prefer over ours (this is mostly style not substance). He attaches a proposed new ballot title to his petition.

The case will be heard on friday and (I hope) decided on friday. The hearing will be simply for legal argument.

ALD. Co Counsel  
4/1/96  
4:10 PM

In the \_\_\_\_\_ Circuit \_\_\_\_\_ Court of the State of Oregon  
For the County of \_\_\_\_\_ Multnomah \_\_\_\_\_  
CLYDE V. BRUMMELL, Elector,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Petitioner,  
vs.  
MULTNOMAH COUNTY, a municipal corporation and  
political subdivision of the State of Oregon;  
BEV STEIN, chairman; and Commissioners TANYA  
COLLIER, GARY HANSEN, SHARRON KELLEY, and  
DAN SALTZMAN, Respondents.  
To MULTNOMAH COUNTY, BEV STEIN, chairman; and Commissioners TANYA COLLIER,  
GARY HANSEN, SHARRON KELLEY, and DAN SALTZMAN,  
Respondents: Defendant

Case No. **9604-02480**

SUMMONS

You are hereby required to appear and defend the complaint filed against you in the above entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff(s) will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

**SIGNATURE OF ATTORNEY/AUTHOR FOR PLAINTIFF**

Clyde V. Brummell  
ATTORNEY'S/PLAINTIFF'S NAME (TYPED OR PRINTED) BAR NO. (IF ANY)

8435 S.E. 17th  
ADDRESS  
Portland, Oregon 97202 (503) 233-4841  
CITY STATE ZIP PHONE

Clyde Brummell, petitioner pro se  
TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR PRINTED) BAR NO.

STATE OF OREGON, County of \_\_\_\_\_ Multnomah \_\_\_\_\_) ss.

I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

CLYDE V. BRUMMELL, Petitioner pro se  
8435 S.E. 17th  
Portland, Oregon 97202  
Telephone: (503) 233-4841

Clyde V. Brummell  
\_\_\_\_\_  
Petitioner pro se

SERVICE ACCERTED

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 CLYDE V. BRUMMELL, Elector, )

4 Petitioner, )

5 v. )

PETITION CHALLENGING  
ELECTION BALLOT TITLE

6 MULTNOMAH COUNTY, a municipal )  
corporation and political )

Expedited Consideration Requested

7 subdivision of the State of )  
Oregon, and BEV STEIN, )

8 chairman; and Commissioners )

9 TANYA COLLIER, GARY HANSEN, )

10 SHARRON KELLEY, and DAN )

11 SALTZMAN, )

Respondents. )

12 Petitioner alleges:

13 1. This petition is filed pursuant to ORS 250.195, relating  
14 to procedure for elector dissatisfied with title of county election  
15 ballot title for a county measure submitted to the voters.

16 2. ORS 250.195(3) provides:

17 "(3) The review by the circuit court shall  
18 be the first and final review, and shall be  
19 conducted expeditiously to insure the orderly  
20 and timely circulation of the petition or  
conduct of the election at which the measure  
is to be submitted to the voters."  
(emphasis added)

21 3. Petitioner Clyde V. Brummell is a resident, taxpayer and  
22 elector of Multnomah County, Oregon.

23 3. Respondent Multnomah County is a municipal corporation and  
24 political subdivision of the State of Oregon.

25 4. Respondent Bev Stein is the chairman of the Multnomah  
26 County Board of Commissioner, and respondents Tanya Collier,

1 Gary Hansen, Sharron Kelley and Dan Saltzman are commissioners  
2 and members of the Multnomah County Board of Commissioners. Said  
3 board is the governing body of respondent Multnomah County.

4 4. EXHIBIT A to this petition is a true copy of Multnomah  
5 County Resolution 96-51, dated March 21, 1996 and filed on March  
6 21, 1996 with Vicki K. Ervin, Multnomah County Director of  
7 Elections. Said resolution is titled "Amendment to Ballot Title  
8 for Three Year Rate Based Serial Levy to Fund Library Services"  
9 and contains the ballot title for said library serial levy.

10 5. This PETITION CHALLENGING ELECTION BALLOT TITLE is timely.  
11 The petition was filed prior to 5 p.m. Monday, April 1, 1996,  
12 the seventh and final business day to file said challenge.  
13 ORS 250.195(1).

14 6. Petitioner is not satisfied with the challenged election  
15 ballot title for the three year rate-based serial levy to fund  
16 library services, to-wit: (1) the caption, (2) the summary, and  
17 (3) the explanation. The caption does not reasonably identify  
18 the subject of the measure and is misleading. The summary is  
19 misleading because it does not disclose that if the proposed  
20 serial levy is enacted, the total taxes collected will far exceed  
21 the amount collected under the expiring library serial levy. The  
22 election ballot title statement violates ORS 310.395(1)(a) (" \* \* \*  
23 the statement in the ballot title \* \* \* shall state the total  
24 amount of money to be raised by the proposed levy, in dollars and  
25 cents.").

26 /

1        3.    ORS 310.390(1) authorizes a ballot title (1) caption, (2)  
2    question and (3) "A concise and impartial statement of not more  
3    than 175 words, summarizing the measure and its major effect  
4    and giving reasons for the measure."

5        4.    Neither ORS 310.390 nor any other election ballot title  
6    authorizes the purported "Explanation." Said purported "Explanation"  
7    follows respondent Multnomah County's "Summary" of the measure.

8        5.    What EXHIBIT A identifies as the "Summary" is in fact the  
9    ORS 310.390(1)(c) " \* \* \* concise and impartial statement of  
10   not more than 175 words, summarizing the measure and its major  
11   effect and giving reasons for the measure."

12       6.    No statute authorizes inclusion in the ballot title for  
13   the library serial levy of the words under the heading "Explanation."

14       7.    EXHIBIT B to this PETITION CHALLENGING ELECTION BALLOT TITLE  
15   is a true copy of the County's election ballot title for the library  
16   serial levy authorized by Multnomah County voters at the May 18, 1993  
17   primary election.

18       8.    EXHIBIT C to this PETITION CHALLENGING ELECTION BALLOT TITLE  
19   is petitioner's proposed ballot title for the three-year library  
20   serial levy and states that the levy is estimated to produce an  
21   estimated total of \$49,060,000 during the three years of the  
22   proposed levy.

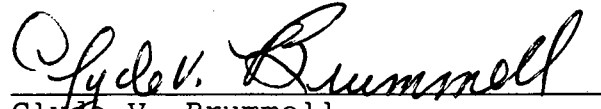
23       WHEREFORE, petitioner prays as follows:

24       (1)    that the court reject EXHIBIT A to this petition;

25       (2)    certify EXHIBIT C to this petition as the certified  
26   ballot title for the three year library serial levy, and

1 (3) that the Court order respondents to pay petitioner's costs  
2 and disbursements.


3 DATED: April 1, 1996.

4   
5 Clyde V. Brummell  
6 Petitioner pro se

7 8435 S.E. 17th  
8 Portland, Oregon 97208  
9 Telephone: (503) 233-4841  
10

11 Certificate of Service on Multnomah County Director of Elections

12 Pursuant to ORS 250.195(2), I state that no later than 5 p.m.  
13 Tuesday, April 2, 1996, I served a true copy of the within PETITION  
14 CHALLENGING ELECTION BALLOT TITLE, plus a letter stating that I  
15 had filed said petition, on Vicki K. Ervin, Multnomah County  
16 Director of Elections, at her office at 1040 SE Morrison Street,  
17 Portland, Oregon.

18   
19 Clyde V. Brummell  
20 Petitioner pro se  
21  
22  
23  
24  
25  
26



# Amended Ballot Title

Page 1 of 2

EXHIBIT A (p 1 of 4)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RECEIVED  
1996 MAR 21 PM 12:28  
VICKI K. ERVIN,  
DIRECTOR OF ELECTIONS

Amendment to Ballot Title for Three Year  
Rate Based Serial Levy to Fund Library  
Services

)  
)  
)  
RESOLUTION  
96-51

WHEREAS, on March 7, 1996 the Board of County Commissioners approved a ballot measure calling for an election on a three-year, rate based serial levy funding library services; and

WHEREAS, there has been public discussion regarding technical aspects of the wording of the original measure; and

WHEREAS, the Board wishes to assure that the public is fully informed about the proposed measure;

NOW, THEREFORE, IT IS RESOLVED that

1. The amended measure described in Exhibit "A" (Ballot Title) shall be submitted to the electors of Multnomah County.
2. Exhibit "A" (Ballot Title) is hereby adopted and made a part of this Resolution. The Ballot Title shall be printed substantially in the form set forth herein.
3. The Levy will be outside the 6% limitation of Article XI, Section 11, Oregon Constitution.
4. The foregoing election and election date are certified to the Director of the Multnomah County Division of Elections.
5. The measure is certified to comply with ORS 310.180 to 310.188; the Tax Supervising and Conservation Commission having held a tax coordination hearing on January 10, 1996.

CERTIFIED TRUE COPY OF THE  
ORIGINAL ON FILE HEREIN

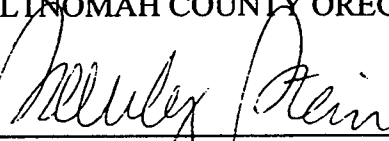
By W. Gordon Coaster  
CLERK OF THE BOARD  
MULTNOMAH COUNTY, OREGON

6. The Clerk of the Board shall forthwith deliver certified copies of this resolution to the director of the Division of Elections and the Tax Supervising and Conservation Commission for their action as provided by law.

ADOPTED this 21st day of March, 1996.

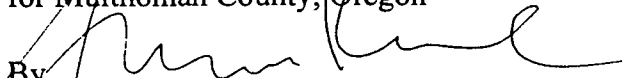


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Laurence Kressel, County Counsel

26-41

## Library Levy

EXHIBIT A (p 3 of 4)

### Caption

Renew three year serial levy to keep public libraries open.

### Question

Shall Multnomah County operate libraries, levy 40.34 cents per \$1,000 assessed value outside tax base for three years beginning 1996-97?

### Summary

Levy renewal keeps the Central Library and all branch libraries open, and provides these expanded services:

- More books and other library materials;
- Replacement of outdated and damaged library materials;
- Youth programs, including story hours for toddlers, homework help for students, and special reading programs, with attention to kids in day care;
- Special library programs for adults, senior citizens on technology and other subjects;
- Greatly expanded hours at Central and branch libraries ;
- Open busiest branch libraries on Mondays for the first time in 20 years;

Renewal of three-year serial levy represents no increase in current authorized tax rate.

If the levy is not approved, library services will be reduced significantly, library hours will be shortened, and some libraries may be closed.

Levy cost estimate is about 40 cents per \$1,000 assessed value per year. Typical home pays about \$5 per month.

This serial levy revenue, dedicated to library operations, is estimated to provide \$15.25 million in 1996-7, \$16.35 million in 1997-98, \$17.46 million in 1998-99.

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The levy is subject to the \$10 local government limit in Section 11b, Article XI, Oregon Constitution.

### Explanation

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operate the downtown Central Library, Gresham Library, Midland Library, and other branch libraries throughout Multnomah County.

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NOTICE OF ELECTION FOR  
MULTNOMAH COUNTY

EXHIBIT B (p 1 of 1)

NOTICE IS HEREBY GIVEN that on May 18, 1993, an election will be held in Multnomah County, Oregon. The Election will be held by mail-in ballot. Any registered voter dissatisfied with the ballot title may file a petition with the Multnomah County Circuit Court for review on or before 5:00 p.m., Wednesday, March 3rd, 1993. Any person filing a challenge must also file a copy of the challenge with the Director of Elections, 1040 SE Morrison St., Portland, by the end of the next business day after the petition is filed with the Circuit Court.

BALLOT TITLE

CAPTION:     **THREE-YEAR SERIAL LEVY TO CONTINUE LIBRARY OPERATIONS**

QUESTION:    Shall Multnomah County operate Libraries with three-year levy of \$0.4034 per \$1,000 assessed valuation, outside tax base, beginning 1993-94?

SUMMARY:     This Measure continues the existing three-year serial levy approved by voters in 1990, at **exactly the same rate that is now levied**. The county would continue to collect approximately 40 cents per \$1,000 of assessed value, about \$26.22 per year on a home assessed at \$65,000.

Approval of the levy will allow the county to continue:

- Operating and staffing the downtown Central Library, Gresham Regional Library and 13 branches;
- Providing library services to children, adults and senior citizens with special needs.

If the current levy is not continued, the library services may be reduced significantly, library hours will be shortened, and some libraries may be closed.

**This continuing levy is within the \$10 tax rate limit in Ballot Measure 5.**

This serial levy will provide revenue estimated **NOT TO EXCEED** \$11,021,029 in 1993-94, \$11,789,579 in 1994-95, and \$12,614,849 in 1995-96 dedicated to library operations.

The estimated tax cost for this measure is an **ESTIMATE ONLY** based on the best information available from the county assessor at the time of the estimate.

The levy is subject to the \$10 limit in Section 11b, Article XI, Oregon Constitution, (1990 Measure 5). This Measure would reduce property tax collections for some other units of local government due to the \$10 rate limitation of the Oregon Constitution.

Vicki K. Ervin  
Director of Elections  
Multnomah County

EXHIBIT C (p 1 of 2)

CAPTION: THREE-YEAR SERIAL LEVY TO CONTINUE, EXPAND  
LIBRARY OPERATIONS

QUESTION: Shall Multnomah County operate libraries, levy  
40.34 cents per \$1,000 assessed value outside  
tax base for three years beginning 1996-97?

STATEMENT: Levy renewal keeps the Central Library open,  
and provides these expanded services:

- \* More books and other library materials;
- \* Replacement of outdated, damaged library  
materials;
- \* Youth programs, including story hours for  
toddlers, homework help for students and  
special reading programs, attention to kids  
in day care;
- \* Special library programs for adults, senior  
citizens on technology, other subjects;
- \* Expanded hours at all libraries;
- \* Open busiest branch libraries on Mondays.

If levy is not approved, library services will  
be reduced significantly, library hours shortened,  
and some libraries may be closed.

Levy cost estimate is about 40 cents per \$1,000  
assessed valuation per year, or \$60 per year for  
a typical home.

This serial levy revenue, dedicated to library  
operations, is estimated to provide \$15.25 million  
in 1996-7, \$16.35 million in 1997-8, \$17.46 million

EXHIBIT C (p 2 of 2)

in 1998-9, a total of \$49,060,000. The comparable estimated tax for the expiring levy totals \$35,425,457.

The proposed tax rate is the same as the current, expiring tax rate.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate and is subject to changes in the property tax base.

The levy is subject to the \$10 local government limit in Section 11b, Article XI, Oregon Constitution.

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**BOGSTAD Deborah L**

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**From:** KRESSEL Larry  
**To:** #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4  
**Cc:** COOPER Ginnie  
**Subject:** Ballot Title; Library Levy  
**Date:** Monday, April 08, 1996 10:06AM

Judge Anna Brown has been wise and just. She sustained the county's ballot title for the library levy. I have so informed the Elections Division, which will prepare the ballots.