

ANNOTATED MINUTES

Thursday, July 6, 2006 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:28 a.m., with Commissioners Lisa Naito and Serena Cruz Walsh present, and Vice-Chair Lonnie Roberts and Commissioner Maria Rojo de Steffey arriving at 9:30 a.m.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER CRUZ,
SECONDED BY COMMISSIONER NAITO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-5)
WAS APPROVED, WITH COMMISSIONERS NAITO,
CRUZ AND LINN VOTING AYE.**

NON-DEPARTMENTAL

C-1 Appointment of Len Freiser to the Multnomah County CITIZEN INVOLVEMENT COMMITTEE

SHERIFF'S OFFICE

C-2 Government Revenue Contract 0607003 with the US Department of Agriculture, Forest Service, for Summer Patrols of Forest Service Lands

DEPARTMENT OF COMMUNITY SERVICES

C-3 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to HARRY A. and SHERYL L. SCHUMACHER

RESOLUTION 06-124

C-4 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to BIG FINISH LLC

RESOLUTION 06-125

C-5 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BCMC PROPERTIES LLC

RESOLUTION 06-126

REGULAR AGENDA
PUBLIC COMMENT

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF COUNTY HUMAN SERVICES

R-1 NOTICE OF INTENT to Apply for Edward Byrne Memorial Justice Assistance Grant Program Funds

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-1. CHIQUITA ROLLINS EXPLANATION.

Vice-Chair Roberts and Commissioner Rojo arrived at 9:30 a.m.

NOTICE OF INTENT UNANIMOUSLY APPROVED.

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

R-2 Budget Modification NOND-01 Appropriating Revenue from United Way of the Columbia-Willamette to Operate Project Summer: Everybody Eats

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-2. WENDY LEBOW EXPLANATION. COMMISSIONER NAITO AND CHAIR LINN COMMENTS IN APPRECIATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY SERVICES

R-3 NOTICE OF INTENT to Apply for a Banfield Charitable Trust Grant for New Veterinary Equipment

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-3. MIKE OSWALD EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-4 RESOLUTION Declaring a Portion of Certain County Real Property Surplus, Reserving a Temporary Road Purposes Easement; and Authorizing Sale of the Property to Lynn K. Woods

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-4. ROBERT MAESTRE AND ASSISTANT COUNTY ATTORNEY MATTHEW RYAN EXPLANATION. RESOLUTION 06-127 UNANIMOUSLY ADOPTED.

- R-5 PUBLIC HEARING to Consider a Measure 37 Claim by Lester and Marvene Lukas for the Right to Construct a Dwelling on an Undeveloped Property Known as T 3N, R 2W, SEC 25C, TL 1200 (Case File T1-05-064). Presented by Tammy Boren-King and Sandra Duffy.

CHAIR LINN CONVENED THE HEARING, WITH COMMISSIONERS LISA NAITO, SERENA CRUZ WALSH, LONNIE ROBERTS AND MARIA ROJO DE STEFFEY PRESENT. AT CHAIR LINN'S REQUEST FOR DISCLOSURE, NO EX PARTE CONTACTS WERE REPORTED. AT CHAIR LINN'S REQUEST FOR DISCLOSURE, NO CONFLICTS OF INTEREST WERE REPORTED. AT CHAIR LINN'S REQUESTS FOR DISCLOSURE, NO BOARD MEMBER DISCLOSED HAVING A FINANCIAL INTEREST IN THE OUTCOME OF THIS MATTER AND NO BOARD MEMBER DISCLOSED LIVING WITHIN THE GEOGRAPHICAL AREA ENTITLED TO NOTICE OF CLAIM. AT COMMISSIONER NAITO'S SUGGESTION, STAFF TO PROVIDE CLEARER DETAILS OF PROPERTY LOCATION PRIOR TO FUTURE MEASURE 37 HEARINGS TO AID THE BOARD IN DETERMINING THE GEOGRAPHICAL AREA. CHAIR LINN EXPLAINED THE CONDUCT OF HEARING, THE ORDER OF TESTIMONY AND HOW TO PRESENT TESTIMONY. PLANNER TAMMY BOREN-KING PRESENTED THE STAFF

REPORT AND RECOMMENDATIONS. ASSISTANT COUNTY ATTORNEY SANDRA DUFFY SUBMITTED A DRAFT ORDER WHICH WOULD ADOPT THE RECOMMENDED STAFF DECISION AND ADVISED SHE WOULD PROVIDE DRAFT ORDERS ON MONDAYS PRIOR TO FUTURE MEASURE 37 HEARINGS. CLAIMANTS LESTER AND MARVENE LUKAS PRESENTED TESTIMONY IN SUPPORT OF BUILDING A HOME ON THE PROPERTY THEY'VE OWNED SINCE 1971, AND TESTIMONY REGARDING ROAD EASEMENTS AND MAINTENANCE. IN RESPONSE TO A QUESTION OF COMMISSIONER ROBERTS, MRS. LUKAS ADVISED THEY WOULD RATHER BE ALLOWED THE RIGHT TO BUILD THAN AWARDED COMPENSATION. MS. BOREN-KING AND MR. LUKAS RESPONSE TO QUESTIONS OF CHAIR LINN AND COMMISSIONER CRUZ REGARDING PROPERTY EASEMENTS. MS. BOREN-KING ADVISED AN EASEMENT IS NOT AT ISSUE UNLESS THE BOARD IS GOING TO CONSIDER COMPENSATION TODAY. REALTOR DONIS MCARDLE TESTIMONY ADVISING THAT AREAS ZONED AS BEING OF SIGNIFICANT ENVIRONMENTAL CONCERN (SEC), RELATING TO HABITAT, SCENIC VIEWS, HILLSIDES AND/OR STREAM CORRIDORS FOR EXAMPLE, DIMINISHES THE OWNER'S PROPERTY VALUE GREATLY. NEIGHBORING PROPERTY OWNER SHERRY CARLSON-DEMOSS SUBMITTED STREAM AND SECTION MAPS AND PROVIDED TESTIMONY REGARDING NEED TO ADDRESS STREAMS AND HABITAT, ACCESS ROADS AND MANAGEMENT PLAN ISSUES. ATTORNEY ERIC SOGGE, REPRESENTING MR. AND MR. CARLSON-DEMOSS, ADVISED HIS CLIENTS LIVE DIRECTLY TO THE EAST OF THE LUKAS PROPERTY AND EXPRESSED CONCERN ABOUT PROVIDING A ROAD EASEMENT TO THE EAST OF THE LUKAS PROPERTY. COMMISSIONER CRUZ ADVISED THAT THOSE CONCERNS ARE NOT RELEVANT TO THE DECISION BEFORE THE BOARD TODAY; THAT LAND USE SAFETY

AND PUBLIC HEALTH STANDARDS ARE NOT EXEMPT FROM MEASURE 37 REGULATION CLAIMS AND THAT THEY WOULD CONTINUE TO APPLY TO LAND USE PERMIT PROCEDURES RELATING TO BUILDING AND ROADWAYS. THERE BEING NO FURTHER TESTIMONY, COMMISSIONERS ROBERTS AND ROJO COMMENTED IN SUPPORT OF THE PROPOSED ORDER. COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF AN ORDER TO NOT APPLY LAND USE REGULATIONS TO LUKAS PROPERTY: TL 1200, SEC 25C, T3N, R2W, W.M., UNDER BALLOT MEASURE 37. CHAIR LINN ADVISED SHE SUPPORTS THE ORDER AND WISHES EVERYONE THE BEST IN WORKING THROUGH THEIR ISSUES, POSSIBLY THROUGH MEDIATION. ORDER 06-128 UNANIMOUSLY ADOPTED.

There being no further business, the regular meeting was adjourned and the briefing was convened at 10:13 a.m.

Thursday, July 6, 2006 - 10:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

B-2 Hansen Building Stakeholders Action Plan. Presented by Doug Butler and Pam Krecklow.

DOUG BUTLER PRESENTATION AND RESPONSE TO QUESTION OF COMMISSIONER ROBERTS REGARDING HANSEN BUILDING REPAIR. CHAIR LINN COMMENTS IN SUPPORT OF STAFF RECOMMENDATIONS. SHERIFF BERNIE GIUSTO THANKED FACILITIES AND SHERIFF'S PERSONNEL FOR CONTINUING TO LOOK FOR PERMANENT LOCATION FOR SHERIFF'S STAFF.

DOUG BUTLER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS ON ISSUES INCLUDING THE COST EFFECTIVENESS OF FACILITIES' RECOMMENDATION TO BUILD SHELL FOR SIX COURTROOMS BUT BUILD OUT FOUR; NUMBER OF COURTROOMS; BUILD OUT AND REMODELING COSTS; AND POSSIBLE USE OF SHELL SPACE FOR SHERIFF'S OFFICE STAFF. COMMISSIONER NAITO REQUESTED BREAKDOWN INFORMATION ON THE COSTS OF BUILDING OUT AND THE COSTS OF REMODELING. MR. BUTLER ADVISED THAT FACILITIES WOULD LIKE BOARD CONSENSUS ON THEIR RECOMMENDATIONS AND TO ALLOW FACILITIES THE FLEXIBILITY TO ADJUST AS NEEDED. COMMISSIONER CRUZ ADVISED HER LONG TERM CONCERNS REMAIN; THAT SHE WANTS THE AUDITOR'S RECOMMENDATION THAT THE COUNTY HAVE SPECIFIC REQUIREMENTS BEFORE GOING FORWARD BE FOLLOWED; AND THAT SHE FEELS THERE ARE OTHER OPTIONS THAT COULD HAVE BEEN PRESENTED. IN RESPONSE TO COMMENTS OF CHAIR LINN, COMMISSIONER CRUZ ADVISED THERE IS NO DISAGREEMENT AND THERE IS SOLID BOARD SUPPORT ON BUILDING FOUR COURTROOMS. SHERIFF BERNIE GIUSTO STATED THE FACILITY PROJECT NEEDS THE ADDITIONAL SQUARE FOOTAGE; THE COUNTY NEEDS TO HAVE A PRESENCE IN AN EAST COUNTY COURT PUBLIC SAFETY CENTER; AND THE SHERIFF'S OFFICE WILL NEED SPACE IN THAT FACILITY IN ORDER TO WORK TOGETHER WITH THE DISTRICT ATTORNEY AND COURTS TO MEET THE PUBLIC SAFETY NEEDS OF EAST COUNTY. COMMISSIONER ROBERTS COMMENTS IN SUPPORT OF THE COUNTY PROVIDING SPACE FOR THE COURT AND SHERIFF IN AN EAST COUNTY JUSTICE FACILITY. AT CHAIR LINN'S REQUEST, MR.

BUTLER PRESENTED THE FACILITY SITING CRITERIA; POSSIBILITIES AND CHALLENGES OF FOUR POSSIBLE LOCATIONS. COMMISSIONER NAITO EXPRESSED CONCERN THAT POTENTIAL COSTS HAVE NOT BEEN PROVIDED AND STATED THAT THE COUNTY IS NOT STATUTORILY REQUIRED TO PROVIDE COURTHOUSE PARKING AND SUGGESTED THAT SOMEONE OTHER THAN THE COUNTY PAY FOR A PARKING GARAGE. MR. BUTLER RESPONSE TO BOARD QUESTIONS RELATING TO LOCATION OF METRO PROPERTY AND LOCATION OF LIGHT RAIL. CHAIR LINN COMMENTS IN APPRECIATION, ADVISING SHE LOOKS FORWARD TO SEEING THE FINAL REPORT. COMMISSIONER ROBERTS EXPRESSED HIS APPRECIATION FOR THE WORK OF MR. BUTLER AND PAM KRECKLOW AND COMMENTED IN SUPPORT OF THE ROCKWOOD SITE.

AT THE REQUEST OF COMMISSIONER ROBERTS, CHAIR LINN ADVISED SHE WILL SCHEDULE A BOARD BRIEFING REGARDING EMERGENCY MANAGEMENT. COMMISSIONER NAITO EXPRESSED HER APPRECIATION TO COMMISSIONER ROBERTS FOR BRINGING THE ISSUE FORWARD; ADVISED THAT SHE JUST GOT THE REPORT; THAT IT WAS UNFORTUNATE THAT IT WAS SUBMITTED AFTER THE ARTICLE CAME OUT; THAT SHE FELT MANY THINGS WERE OUT OF COMPLIANCE AND THAT IT WAS NOT NECESSARY FOR A CONSULTANT TO POINT THEM OUT. COMMISSIONER NAITO EXPRESSED HER APPRECIATION FOR HEALTH DEPARTMENT DIRECTOR LILLIAN SHIRLEY AND HEALTH OFFICER/MEDICAL EXAMINER DR. GARY OXMAN FOR THEIR EXEMPLARY EMERGENCY PLANNING PROCESS AND COMPETENT STAFF. CHAIR LINN EXPLAINED THAT THE EMERGENCY MANAGEMENT EVALUATION WAS THREEFOLD; TO LOOK AT

INTERNAL FUNCTION; ONGOING SUPPORT; AND TO GET THE EXPERTISE OF THE CONSULTANT. CHAIR LINN ADVISED THAT THE HEALTH DEPARTMENT IS A KEY PLAYER AND VERY WELL PREPARED IN EMERGENCY PLANNING AND THAT OTHER DEPARTMENTS ARE WELL COORDINATED. COMMISSIONER NAITO ADVISED SHE PARTICIPATED IN FEDERAL EMERGENCY MANAGEMENT AGENCY TRAINING AND THAT SHE HAS CONCERNS REGARDING THE CHAIN OF COMMAND; THAT SHE FELT CONFIDENT WITH TOM SIMPSON BUT HAS CONCERNS WITH ROB FUSSELL.

There being no further business, the briefing meeting was adjourned at 11:19 a.m.

Thursday, July 6, 2006 - 10:30 AM
(OR IMMEDIATELY FOLLOWING BOARD BRIEFINGS)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 11:22 a.m., with Vice-Chair Lonnie Roberts and Commissioners Lisa Naito, Serena Cruz Walsh and Maria Rojo de Steffey present.

E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 11:30 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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JULY 6, 2006

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:45 a.m. PUBLIC HEARING to Consider a Measure 37 Claim by Lester and Marvene Lukas for the Right to Construct a Dwelling on an Undeveloped Property Known as T 3N, R 2W, SEC 25C, TL 1200
Pg 3	10:00 a.m. Briefing on East County Justice Facility Project Plan
Pg 3	10:15 a.m. Briefing on Hansen Building Stakeholders Action Plan
Pg 4	10:30 a.m. if needed Executive Session
	August 31, 2006 Board Meeting Cancelled

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through MetroEast Community Media

(503) 667-8848, ext. 332 for further info

or: <http://www.mctv.org>

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REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

NON-DEPARTMENTAL

C-1 Appointment of Len Freiser to the Multnomah County CITIZEN INVOLVEMENT COMMITTEE

SHERIFF'S OFFICE

C-2 Government Revenue Contract 0607003 with the US Department of Agriculture, Forest Service, for Summer Patrols of Forest Service Lands

DEPARTMENT OF COMMUNITY SERVICES

C-3 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to HARRY A. and SHERYL L. SCHUMACHER

C-4 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to BIG FINISH LLC

C-5 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BCMC PROPERTIES LLC

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF COUNTY HUMAN SERVICES - 9:30 AM

R-1 NOTICE OF INTENT to Apply for Edward Byrne Memorial Justice Assistance Grant Program Funds

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY - 9:35 AM

R-2 Budget Modification NOND-01 Appropriating Revenue from United Way of the Columbia-Willamette to Operate Project Summer: Everybody Eats

DEPARTMENT OF COMMUNITY SERVICES - 9:40 AM

R-3 NOTICE OF INTENT to Apply for a Banfield Charitable Trust Grant for New Veterinary Equipment

R-4 RESOLUTION Declaring a Portion of Certain County Real Property Surplus, Reserving a Temporary Road Purposes Easement; and Authorizing Sale of the Property to Lynnia K. Woods

R-5 PUBLIC HEARING to Consider a Measure 37 Claim by Lester and Marvene Lukas for the Right to Construct a Dwelling on an Undeveloped Property Known as T 3N, R 2W, SEC 25C, TL 1200 (Case File T1-05-064). Presented by Tammy Boren-King and Sandra Duffy.

Thursday, July 6, 2006 - 10:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

B-1 East County Justice Facility Project Plan. Presented by Doug Butler and Pam Krecklow.

B-2 Hansen Building Stakeholders Action Plan. Presented by Doug Butler and Pam Krecklow.

Thursday, July 6, 2006 - 10:30 AM
(OR IMMEDIATELY FOLLOWING BOARD BRIEFINGS)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

IF NEEDED EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/06/06
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 06/21/06

BUDGET MODIFICATION: -

Agenda Title: **Appointment of Len Freiser to the Multnomah County CITIZEN INVOLVEMENT COMMITTEE**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>7/6/2006</u>	Time Requested:	<u>Consent Calendar</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Chair Diane Linn, Andy Smith</u>		
Phone:	<u>503/988-3308</u>	Ext.: <u>83308</u>	I/O Address: <u>503/600</u>
Presenter(s):	<u>N/A</u>		

General Information

1. What action are you requesting from the Board?

Request the Board approve the appointment of Len Freiser to the Multnomah County Citizen Involvement Committee

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Citizen Involvement Committee (CIC) informs citizens of their opportunities and rights in the decision making process of all branches of County government. The CIC creates meaningful citizen involvement opportunities and integrate citizens into the decision making process. There are 15 volunteer members: 12 from specific commission districts and 3 recommended from County Boards and/or civic groups (at large). Nominees are passed forward by the Citizen Involvement Committee and appointed to 3-year terms by the County Chair with approval of the Board of County Commissioners. Citizen Involvement Committee members have a 2-term limit. Kathleen Todd is Director of the Multnomah County Office of Citizen Involvement.

3. Explain the fiscal impact (current year and ongoing).

No current year/ongoing fiscal impact.

4. Explain any legal and/or policy issues involved.

No legal and/or policy issues involved.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

Required Signatures

**Department/
Agency Director:**



Date: 6/21/2006

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: C-2
 Est. Start Time: 9:30 AM
 Date Submitted: 06/22/06

BUDGET MODIFICATION: -

Government Revenue Contract (190 Agreement) 0607003 with the U. S.
Agenda Department of Agriculture, Forest Service, for Summer Patrols of Forest Service
Title: Lands

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>N/A</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Enforcement</u>
Contact(s):	<u>Brad Lynch</u>		
Phone:	<u>503-988-4336</u>	Ext.	<u>84336</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information**1. What action are you requesting from the Board?**

Approval of government contract 0607003.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

The U. S. Forest Service will reimburse the Sheriff's Office for patrols on Forest Service lands within the Columbia River Gorge National Scenic Area and the Zigzag River Ranger District. Patrol duration is from June 9th through September 5th, 2006.

3. Explain the fiscal impact (current year and ongoing).

The Forest Service will reimburse the Sheriff's Office based on an hourly rate, with a maximum payment of \$30,000.00 for the patrol period. This revenue has been anticipated and is included in the budgets for fiscal year 06 and 07.

4. Explain any legal and/or policy issues involved.

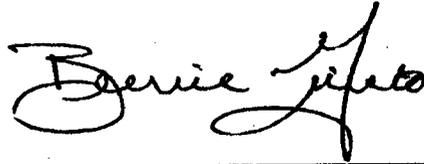
The contract has been reviewed by the County Attorney's office.

5. Explain any citizen and/or other government participation that has or will take place.

None, other than those described above.

Required Signatures

**Department/
Agency Director:**



Date: 06/19/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0607003

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

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: <u>Sheriff's Office</u>	Division/ Program: <u>Enforcement</u>	Date: <u>06/19/06</u>
Originator: <u>Captain Brett Elliott</u>	Phone: <u>503-255-3600</u>	Bldg/Room: <u>313</u>
Contact: <u>Brad Lynch</u>	Phone: <u>503-988-4336</u>	Bldg/Room: <u>503/350</u>

Description of Contract: Patrol services for Forest Service lands.

RENEWAL: PREVIOUS CONTRACT #(S) 0111029

EEO CERTIFICATION EXPIRES

PROCUREMENT EXEMPTION OR CITATION # <u>46-0130(1)(f)</u>	ISSUE DATE: _____	EFFECTIVE DATE: _____
		END DATE: _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	<u>USDA, Forest Service</u>			Remittance address (if different)	_____
Address	<u>16400 Champion Way</u>				
City/State	<u>Sandy, OR</u>			Payment Schedule / Terms:	
ZIP Code	<u>97055</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>503-668-1789</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>06/01/06</u>	Term Date	<u>09/30/06</u>	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	_____	New Term Date	_____		
Original Contract Amount	\$ 30,000.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____			Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 30,000.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney _____	DATE _____
CPCA Manager _____	DATE _____
County Chair <u><i>[Signature]</i></u>	DATE <u>07-06-06</u>
Sheriff <u><i>[Signature]</i></u>	DATE <u>06-20-06</u>
Contract Administration _____	DATE _____

COMMENTS: _____

APPROVED : MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 07-06-06
DEBORAH L. BOGSTAD, BOARD CLERK

LYNCH Brad B

From: WEBER Jacquie A [jacquie.a.weber@co.multnomah.or.us]
Sent: Thursday, June 22, 2006 11:10 AM
To: LYNCH Brad B
Cc: DUNAWAY Susan M
Subject: RE: Contract Review Request - US Forest Service

This contract may be circulated for signature.

-----Original Message-----

From: LYNCH Brad B
Sent: Tuesday, June 20, 2006 9:06 AM
To: WEBER Jacquie A
Cc: DUNAWAY Susan M
Subject: Contract Review Request - US Forest Service

Good morning Jacquie. Attached are the APR, CAF, IGA, and Exhibit A for the agreement with the US Forest Service for patrols on Forest Service lands.

Thank you,

<<US Forest Service FY07 APR.doc>> <<US Forest Service FY2007 CAF.doc>> <<US Forest Service IGA FY2007.pdf>> <<US Forest Service FY 2006-2007 Exhibit A.pdf>>

Brad Lynch

Multnomah County Sheriff's Office
Fiscal Unit
501 SE Hawthorne Blvd, STE 350
Portland, OR 97214
Phone (503) 988-4336
Fax (503) 988-4317

email: brad.lynch@mcso.us
<http://www.co.multnomah.or.us/sheriff/>

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Cooperative Agreement # 06-LE-11060600-775
COOPERATIVE AGREEMENT
between the
MULTNOMAH COUNTY SHERIFF'S DEPARTMENT
and the
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
And
MT. HOOD NATIONAL FOREST

This Cooperative Agreement is entered into by and between the Multnomah County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Forest Service, Columbia River Gorge National Scenic Area and the Mt. Hood National Forest, hereinafter referred to as Forest Service, under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, (P.L. 92-82. 16 U.S.C. 551a).

Background: The parties to this agreement recognize public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has a limited amount of financing to meet their responsibility of enforcing these laws.

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan attached as Exhibit A. *See related Provision IV-D.*
- B. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- C. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- D. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- E. Advise law enforcement personnel with the Forest Service of any suspected criminal activities on or immediately adjacent to NFS lands. Provide the Forest Service with case reports and timely information relating to incidents or crimes that have occurred on NFS lands.

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F. Upon the request of the Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.

G. Furnish their tax identification number upon execution of this agreement. Multnomah County Sheriff's Department's TIN is: 936002309 A.

H. Bill the Forest Service for its share of the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provision III-B.*

I. The Cooperator will complete and furnish the Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the Cooperator during regular duties.

J. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

III. THE FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for the Forest Service's share of actual expenses incurred, not to exceed the amount shown in the Operating Plan. The Forest Service will make payment for its share of project costs upon receipt of an invoice. Each correct invoice shall display the Forest Service's share of the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less other Federal cash contributions and previous Forest Service payments. *See related Provision II-H.* The invoice should be forwarded as follows:

1. Send the original to:

*USDA Forest Service
Albuquerque Service Center
Payments – Grants and Agreements
101B Sun Avenue NE
Albuquerque, NM 87109*

2. Send a photocopy to:

*Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789*

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary (1) to provide for continuing consultation, exchange of information, aid in training, and mutual support; (2) to discuss the conditions covered by this agreement; and (3) to agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Brett Elliott
Captain
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 255-3600

Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789

C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
2. Specific beginning and ending dates.
3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
8. A review and signature of a Forest Service Agreements Coordinator.

E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

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H. Reimbursement of Cooperator's expenses shall only be in connection with activities on or in connection with NFS lands beyond those that the Cooperator is normally able to provide.

I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the Forest Service may request the Cooperator to provide additional special enforcement activities. The Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If Cooperator or Forest Service equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is reimbursed for lease/purchase costs, or the Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the Forest Service, however, the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement.

K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The Forest Service reserves the right to transfer title to the Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement, the Cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The Forest Service will issue disposition instructions within 120 calendar days.

L. When no equipment or supplies are approved for purchase under an Operating Plan, Forest Service funding under this agreement is not available for reimbursement of Cooperator purchase of equipment or supplies.

M. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws on NFS lands. Reimbursement is available if the State Conservation Agency has responsibility for public protection in addition to their normal enforcement responsibilities.

N. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this agreement and modifications thereto.

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O. This agreement will be governed by OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

P. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal-awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the cooperator.
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

Q. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

R. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

S. This agreement in no way restricts the Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

T. This instrument is executed as of the date of last signature and is effective through September 30, 2011 at which time it will expire unless extended.

Execution of this agreement terminates Cooperative Law Enforcement Agreement No. 01-LE 11060600-498 executed between the parties on June 12, 2001.

Cooperative Agreement # 06-LE-11060600-775

By signature below, the parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

The authority and format of this agreement have been reviewed and approved as to form.

/s/ *Ronald E. Boehm*
RON BOEHM, Grants and Agreements Specialist

05/17/2006
Date

In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Bernie Giusto by Dan
DAN NOELLE, Sheriff
Multnomah County
Bernie Giusto, Sheriff

05-19-06
Date

County Counsel for Multnomah County

Date

GARY L. LARSEN, Forest Supervisor
Mt. Hood National Forest

Date

DANIEL T. HARKENRIDER, Area Manager
Columbia River Gorge National Scenic Area

Date

Thomas J. Lyons
THOMAS J. LYONS, Special Agent in Charge
Pacific Northwest Region

6/13/06
Date

EXHIBIT A
2006
FINANCIAL AND OPERATING PLAN
between
MULTNOMAH COUNTY SHERIFF'S OFFICE
PORTLAND, OREGON
and
USDA FOREST SERVICE, MT. HOOD NATIONAL FOREST
SANDY, OREGON
USDA FOREST SERVICE, COLUMBIA RIVER GORGE NATIONAL SCENIC AREA
HOOD RIVER, OREGON

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Multnomah County Sheriff's Department, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Columbia River Gorge National Scenic Area and the Mt. Hood National Forest, herein after referred to as Forest Service, under the provisions of Cooperative Agreement # 06-LE-11060600-775 executed on _____ 2006.

This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning October 1, 2005 and ending September 30, 2006.

I. GENERAL:

Assign a Deputy Sheriff, fully equipped and with motor vehicles to patrol National Forest System lands within the Columbia River Gorge National Scenic Area and the Zigzag River Ranger District. The patrols will concentrate on National Forest day use areas, campgrounds, vehicle parking areas, trailheads and other more dispersed recreation areas.

Both the Cooperator and the Forest Service approve the Deputy assigned to work under the provisions of this Agreement.

The following individuals shall be the designated and alternate representative(s) of each party, so designated, to make or receive requests for special enforcement activities:

Designated Representatives:

Brett Elliot
Captain
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 255-3600

Andrew Coriell
Patrol Captain
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
(503) 668-1789

Alternate Representatives:

David Rader
Lieutenant
Multnomah County
12240 NE Glisan St.
Portland, OR 97230
(503) 255-3600

Laurence Olson
Law Enforcement Officer
Clackamas River Ranger District
595 NW Industrial Way
Estacada, OR 97023
(503) 630-8702

Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise: \$60.75 per hours, with an overtime rate of \$72.98.

Total amount to be paid under the terms of this operating plan cannot exceed \$30,000.00.

II. PATROL ACTIVITIES:

Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on NFS lands should be provided to the Forest Service as soon as possible.

Regular patrol activity will begin on June 9, 2006, and end September 5, 2006 with additional coverage over the Memorial Day weekend as staffing levels permit. Tour of duty for each Deputy will be four ten-hour days each week, working a Friday through Monday schedule. The schedule will include the national holiday of July 4, 2006.

Each tour of duty should begin between 12:00 PM and 4:00 PM. However work hours may be varied after mutual agreement between the Cooperator's and the Forest Service's representatives.

The assigned Deputy will check in, as practical, with the Multnomah Falls Visitor Center on which they begin their tour of duty, in person, by radio or telephone.

The assigned Deputy would be available for other support and assistance as requested by the Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more then 5 percent of the Deputy's scheduled time.

Patrol on following Forest Service roads:

Cooperative Agreement # 06-LE-11060600-775

The patrol will begin near Troutdale, Oregon and will include National Forest lands and roads, north and south of Scenic Hwy. and I-84, and east of the Forest Service boundary to Eagle Creek.

Patrol in the following campgrounds, developed sites, or dispersed areas:

Wahkeena Falls, trailhead and picnic area; Multnomah Falls, vistas and parking areas; Oneonta trailhead and parking area; Horsetail Falls, trailhead and parking area; Eagle Creek Trailhead, picnic area and campground; Larch Mt. parking and picnic area, and Camp "A" Loop; Wahclella Falls Trailhead; dispersed site along Tanner Creek Road; dispersed site in the Sandy River Delta.

Patrol routes may be varied at the discretion of the assigned Deputy in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the National Forest System, within Multnomah County, is the responsibility of the Multnomah County Sheriff. The role of the assigned Deputies assigned to this agreement, is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

III. EQUIPMENT:

See Cooperative Agreement # 06-LE-11060600-775 Provisions IV-J, IV-K and IV-L for additional information.

IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations includes but is not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

V. BILLING FREQUENCY:

See Cooperative Agreement No. 06-LE-11060600-775 Provisions II-H and III-B for additional information.

Cooperator will submit itemized billings for reimbursement at the end of each County accounting period, along with a certification that the services requested have been performed.

The authority and format of this Operating Plan have been reviewed and approved as to form.

/s/ Ronald E. Boehm
RON BOEHM, Grants and Agreements Specialist

05/17/2006
Date

In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

Bernie Giusto by Mr
BERNIE GIUSTO, Sheriff
Multnomah County
Bernie Giusto, Sheriff

06-19-06
Date

County Counsel for Multnomah County

Date

[Signature]
County Chair, Multnomah County

07-06-06
Date

GARY L. LARSEN, Forest Supervisor
Mt. Hood National Forest

Date

DANIEL T. HARKENRIDER, Area Manager
Columbia River Gorge National Scenic Area

Date

[Signature]
THOMAS J. LYONS, Special Agent in Charge
Pacific Northwest Region

6/13/06
Date

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 6-2 DATE 07-06-06
DEBORAH L. BOGSTAD, BOARD CLERK



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: C-3
 Est. Start Time: 9:30 AM
 Date Submitted: 06/19/06

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to HARRY A. and SHERYL L. SCHUMACHER**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>Consent item</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Transportation</u>
Contact(s):	<u>Robert Maestre</u>		
Phone:	<u>503-988-5001</u>	Ext.	<u>85001</u>
Presenter(s):	<u>Robert Maestre</u>		
I/O Address:	<u>455/224</u>		

General Information

1. What action are you requesting from the Board?

The County's Tax Title and Transportation Programs seek the County Board's approval of the sale of certain tax foreclosed property abutting SE Butler Road (Exhibit A) in Gresham to the abutting property owners as allowed under ORS 275.225.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

A long narrow triangular strip of land approximately 24,177 sq ft was foreclosed for back taxes in the 1990's. In 2004 Transportation sought the parcel from Tax Title believing it would be beneficial for use in widening the directly abutting SE Butler Road, at that time a county road under ORS Chapter 368. In August of 2004 a deed was authorized and recorded in error purporting to "convey" from "Multnomah County Tax Title" to "Multnomah County" the above referenced property. That erroneous deed did not alter or affect the County's already established title to the property, which the County obtained through the tax foreclosure process. Since 2004, however the right-of-way jurisdiction for Butler Road at this location was transferred to the City of Gresham. As there is no longer any need to use the portion of property for county right-of-way purposes, nor has the City

expressed any desire to use the property for its own transportation needs, the two County programs determined to convey the property to the abutting property owners. This is also necessary because the long narrow strip could create complications with pending development of the abutting properties.

To accomplish the private sale to the abutting property owners, County staff recommends the sale be conducted under ORS 275.225. Additionally, as there are presently four separate lots of record with three separate owners (one of the owners now owns two separate parcels created through the subdivision of its property) that abut the long narrow strip of land, the County developed four new legal descriptions to describe the conveyances to be made to the property owners. Moreover, additional small portions of the long narrow strip will ultimately need to be dedicated to the City of Gresham for road purposes as the new subdivision has created new abutting streets to SE Butler Road.

The parcel under this particular proposed deed is to Harry A. Schumacher and Sheryl L. Schumacher.

3. Explain the fiscal impact (current year and ongoing).

The Transportation Division transferred \$100 for the entire triangular property in 2004 to the Tax Title Fund. However the price of \$1 per parcel is reasonable to avoid any further administrative or legal costs associated with this matter.

4. Explain any legal and/or policy issues involved.

See discussion at No. 2 above.

5. Explain any citizen and/or other government participation that has or will take place.

The City of Gresham through their legal counsel has expressed support for conveying the four portions of the tax foreclosed property back to the abutting land owners. The County will have to work with the City further with respect to the proposed dedications for right-of-way needs discussed in No. 2 above.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 06/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to HARRY A. and SHERYL L. SCHUMACHER

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of substantially less than \$5000 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Gresham, the Tax Title Division is confident that the long, narrow shape of the property and its location make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. In consideration for this sale, the SCHUMACHER'S have agreed to pay \$1, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$1, the Chair on behalf of Multnomah County, is authorized to execute a quitclaim deed conveying to HARRY A. & SHERYL L. SCHUMACHER the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

EXHIBIT A (Resolution)

Portion of 1S1E20AD 100 Northerly of 1S3E20AD 300 (Schumacher Parcel)
More particularly described as follows:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

All that part of the Southeast One-quarter of the Northeast One-Quarter of said Section 20 lying Southerly of the centerline of S.E. Butler Road; Road No. 5018 and West of S.E. Rodlun Road; Road No. 1089 and North of the North line of the South One-Half of the Southeast One-quarter of the Northeast One-Quarter of said Section 20.

Excepting therefrom: That portion in S.E. Butler Road; Road No. 5018

Further excepting therefrom: That portion lying Easterly of the Northerly extension of the East line of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

And further excepting therefrom: That portion lying Westerly of the Northerly extension of the East line of the West 5 Acres of the East 10 Acres of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Until a change is requested, all tax statements
Shall be sent to the following address:
HARRY A. & SHERYL L. SCHUMACHER
PO BOX 66207
PORTLAND OR 97290-6207

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

QUITCLAIM DEED D062080

Multnomah County, ("Grantor"), releases and quitclaims to Harry A. and Sheryl L. Schumacher, ("Grantee"), all right, title and interest in the real property described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$1.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of July 2006, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of July 2006, by Diane M. Linn, to me personally known as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon
My Commission expires: 6/27/09

EXHIBIT A (DEED)

LEGAL DESCRIPTION:

Portion of 1S1E20AD 100 Northerly of 1S3E20AD 300 (Schumacher Parcel)
More particularly described as follows:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

All that part of the Southeast One-quarter of the Northeast One-Quarter of said Section 20 lying Southerly of the centerline of S.E. Butler Road; Road No. 5018 and West of S.E. Rodlun Road; Road No. 1089 and North of the North line of the South One-Half of the Southeast One-quarter of the Northeast One-Quarter of said Section 20.

Excepting therefrom: That portion in S.E. Butler Road; Road No. 5018

Further excepting therefrom: That portion lying Easterly of the Northerly extension of the East line of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

And further excepting therefrom: That portion lying Westerly of the Northerly extension of the East line of the West 5 Acres of the East 10 Acres of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Multnomah County Deed No.: D062080

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-124

Authorizing Private Sale of Certain Tax Foreclosed Property to HARRY A. and SHERYL L. SCHUMACHER

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of substantially less than \$5000 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Gresham, the Tax Title Division is confident that the long, narrow shape of the property and its location make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. In consideration for this sale, the SCHUMACHER'S have agreed to pay \$1, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$1, the Chair on behalf of Multnomah County, is authorized to execute a quitclaim deed conveying to HARRY A. & SHERYL L. SCHUMACHER the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006



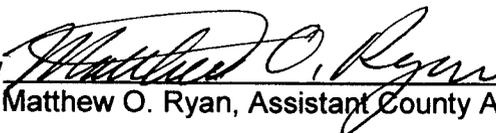
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

EXHIBIT A (Resolution)

Portion of 1S1E20AD 100 Northerly of 1S3E20AD 300 (Schumacher Parcel)
More particularly described as follows:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

All that part of the Southeast One-quarter of the Northeast One-Quarter of said Section 20 lying Southerly of the centerline of S.E. Butler Road; Road No. 5018 and West of S.E. Rodlun Road; Road No. 1089 and North of the North line of the South One-Half of the Southeast One-quarter of the Northeast One-Quarter of said Section 20.

Excepting therefrom: That portion in S.E. Butler Road; Road No. 5018

Further excepting therefrom: That portion lying Easterly of the Northerly extension of the East line of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

And further excepting therefrom: That portion lying Westerly of the Northerly extension of the East line of the West 5 Acres of the East 10 Acres of the West 20 Acres of:

Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Until a change is requested, all tax statements
Shall be sent to the following address:
HARRY A. & SHERYL L. SCHUMACHER
PO BOX 66207
PORTLAND OR 97290-6207

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

QUITCLAIM DEED D062080

Multnomah County, ("Grantor"), releases and quitclaims to Harry A. and Sheryl L. Schumacher, ("Grantee"), all right, title and interest in the real property described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$1.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of July 2006, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of July 2006, by Diane M. Linn, to me personally known as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad,
Notary Public for Oregon
My Commission expires: 6/27/09

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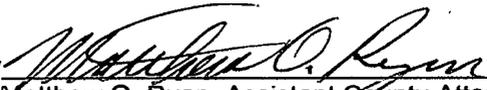
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BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

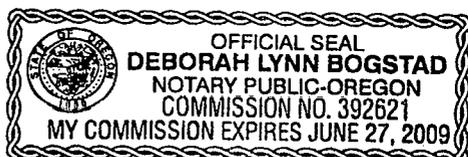

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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Government Lot 11 and the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Multnomah County Deed No.: D062080



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: C-4
 Est. Start Time: 9:30 AM
 Date Submitted: 06/19/06

BUDGET MODIFICATION:

Agenda Title: RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to BIG FINISH LLC

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>Consent item</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Transportation</u>
Contact(s):	<u>Robert Maestre</u>		
Phone:	<u>503-988-5001</u>	Ext.:	<u>85001</u>
		I/O Address:	<u>455/224</u>
Presenter(s):	<u>Robert Maestre</u>		

General Information

1. What action are you requesting from the Board?

The County's Tax Title and Transportation Programs seek the County Board's approval of the sale of certain tax foreclosed property abutting SE Butler Road in Gresham to the abutting property owners as allowed under ORS 275.225.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

A long narrow triangular strip of land approximately 24,177 sq ft was foreclosed for back taxes in the 1990's. In 2004 Transportation sought the parcel from Tax Title believing it would be beneficial for use in widening the directly abutting SE Butler Road, at that time a county road under ORS Chapter 368. In August of 2004 a deed was authorized and recorded in error purporting to "convey" from "Multnomah County Tax Title" to "Multnomah County" the above referenced property. That erroneous deed did not alter or affect the County's already established title to the property, which the County obtained through the tax foreclosure process. Since 2004, however the right-of-way jurisdiction for Butler Road at this location was transferred to the City of Gresham. As there is no longer is any need to use the portion of property for county right-of-way purposes, nor has the City

expressed any desire to use the property for its own transportation needs, the two County programs determined to convey the property to the abutting property owners. This is also necessary because the long narrow strip could create complications with pending development of the abutting properties.

To accomplish the private sale to the abutting property owners, County staff recommends the sale be conducted under ORS 275.225. Additionally, as there are presently four separate lots of record with three separate owners (one of the owners now owns two separate parcels created through the subdivision of its property) that abut the long narrow strip of land, the County developed four new legal descriptions to describe the conveyances to be made to the property owners. Moreover, additional small portions of the long narrow strip will ultimately need to be dedicated to the City of Gresham for road purposes as the new subdivision has created new abutting streets to SE Butler Road.

The two parcels under this particular proposed deed are to Big Finish LLC.

3. Explain the fiscal impact (current year and ongoing).

The Transportation Division transferred \$100 for the entire triangular property in 2004 to the Tax Title Fund. However the price of \$1 per parcel is reasonable to avoid any further administrative or legal costs associated with this matter.

4. Explain any legal and/or policy issues involved.

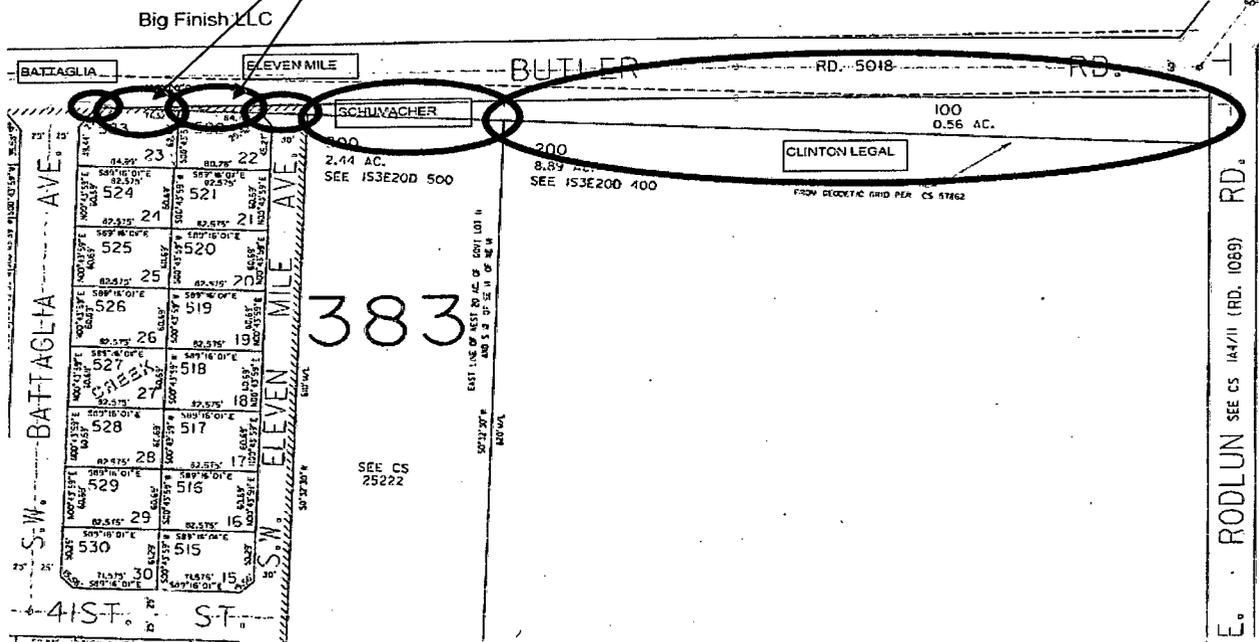
See discussion at No. 2 above.

5. Explain any citizen and/or other government participation that has or will take place.

The City of Gresham through their legal counsel has expressed support for conveying the four portions of the tax foreclosed property back to the abutting land owners. The County will have to work with the City further with respect to the proposed dedications for right-of-way needs discussed in No. 2 above.

EXHIBIT A

SE Butler Road in Gresham



Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 06/16/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to BIG FINISH LLC

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of substantially less than \$5000 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Gresham, the Tax Title Division is confident that the small, narrow shape of the two properties and their location make them unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. In consideration for this sale, BIG FINISH LLC has agreed to pay \$2, an amount the Board finds to be a reasonable price for the properties in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$2, the Chair on behalf of Multnomah County is authorized to execute a quitclaim deed conveying to BIG FINISH LLC the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

Exhibit A (Resolution)

PARCEL NO. 1 – LEGAL DESCRIPTION:

Lot 22 – That portion of the North One-Half of the Southeast One-Quarter of the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East, Willamette Meridian lying South of the South right of way line of S.E. Butler Road (Road No. 5018); West of the Northwesterly extension of the East line of Lot 22, Butler Creek Estates as recorded in Book 1272, Pages 6 and 7, Multnomah County Plat Records; and East of the Northerly extension of the West line of said Lot 22.

PARCEL NO. 2 – LEGAL DESCRIPTION:

Lot 23 – That portion of the North One-Half of the Southeast One-Quarter of the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East, Willamette Meridian lying South of the South right of way line of S.E. Butler Road (Road No. 5018); West of the Northerly extension of the East line of Lot 23, Butler Creek Estates as recorded in Book 1272, Pages 6 and 7, Multnomah County Plat Records; and East of the Northeasterly extension of the West line of said Lot 23.

Until a change is requested, all tax statements
shall be sent to the following address:
BIG FINISH LLC
C/O JAMES LEEPER
PO BOX 20296
PORTLAND OR 97294

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

QUITCLAIM DEED

Multnomah County, ("Grantor"), releases and quitclaims to BIG FINISH LLC, ("Grantee"), all right, title and interest in the real property described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true consideration for this conveyance is \$2.

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

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Deborah Lynn Bogstad,
Notary Public for Oregon
My Commission expires: 6/27/09

Exhibit A (Deed)

PARCEL NO. 1 – D062082 LEGAL DESCRIPTION:

Lot 22 – That portion of the North One-Half of the Southeast One-Quarter of the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East, Willamette Meridian lying South of the South right of way line of S.E. Butler Road (Road No. 5018); West of the Northwestern extension of the East line of Lot 22, Butler Creek Estates as recorded in Book 1272, Pages 6 and 7, Multnomah County Plat Records; and East of the Northerly extension of the West line of said Lot 22.

PARCEL NO. 2 – D062083 LEGAL DESCRIPTION:

Lot 23 – That portion of the North One-Half of the Southeast One-Quarter of the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East, Willamette Meridian lying South of the South right of way line of S.E. Butler Road (Road No. 5018); West of the Northerly extension of the East line of Lot 23, Butler Creek Estates as recorded in Book 1272, Pages 6 and 7, Multnomah County Plat Records; and East of the Northeasterly extension of the West line of said Lot 23.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-125

Authorizing Private Sale of Certain Tax Foreclosed Property to BIG FINISH LLC

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of substantially less than \$5000 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Gresham, the Tax Title Division is confident that the small, narrow shape of the two properties and their location make them unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. In consideration for this sale, BIG FINISH LLC has agreed to pay \$2, an amount the Board finds to be a reasonable price for the properties in conformity with ORS 275.225.

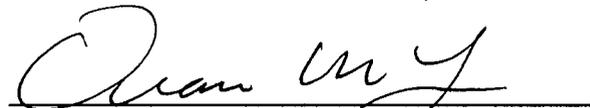
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$2, the Chair on behalf of Multnomah County is authorized to execute a quitclaim deed conveying to BIG FINISH LLC the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

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QUITCLAIM DEED

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AGNES SOWLE, COUNTY ATTORNEY
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By _____
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My Commission expires: 6/27/09

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PARCEL NO. 2 – D062083 LEGAL DESCRIPTION:

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QUITCLAIM DEED D062082 AND D062083

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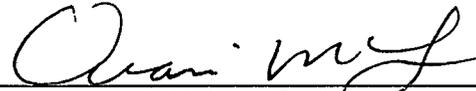
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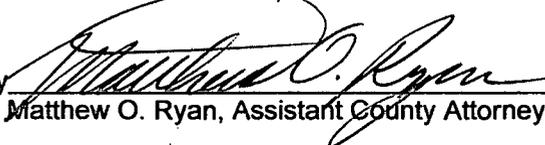
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FOR MULTNOMAH COUNTY, OREGON

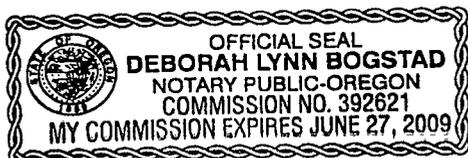

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
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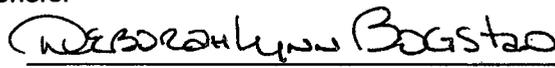

Deborah Lynn Bogstad,
Notary Public for Oregon
My Commission expires: 6/27/09

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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: C-5
 Est. Start Time: 9:30 AM
 Date Submitted: 06/09/06

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BCMC PROPERTIES LLC

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>Consent Item</u>
Department:	<u>Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.	<u>22591</u>
Presenter(s):	<u>Gary Thomas</u>		
	I/O Address:	<u>503/4/TT</u>	

General Information**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to BCMC PROPERTIES LLC.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a small strip that came into county ownership through the foreclosure of delinquent tax liens in 1939. The strip is approximately 1.82' at one end and 2.27' at the other end and 100' long and contains approximately 205 square feet. It is located between 4057 & 4065 N Mississippi Ave. We propose to sell the strip to the owners of 4057 N Mississippi Ave. Looking at a footprint of the property (see Exhibit A) it appears that the structure at 6939 N Macrum is some distance from the strip while the structure at 4057 N Mississippi may actually encroach on the strip of land. Although this image is not 100% accurate it does provide an approximate location of the strip in relation to the adjacent improvements.

The attached plat map, Exhibit B, shows the location of the strip. Exhibit C, an aerial photo, shows the parcel in relation to the adjacent properties. A photo, Exhibit D, show the approximate location

of the strip and the adjacent properties.

Although no written confirmation was received from the City of Portland, the Tax Title Division is confident that the size and shape of the property, approximately 205 sq.ft. make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for the recovery of the delinquent taxes, fees and expenses (see Exhibit E).

4. Explain any legal and/or policy issues involved.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

EXHIBIT A

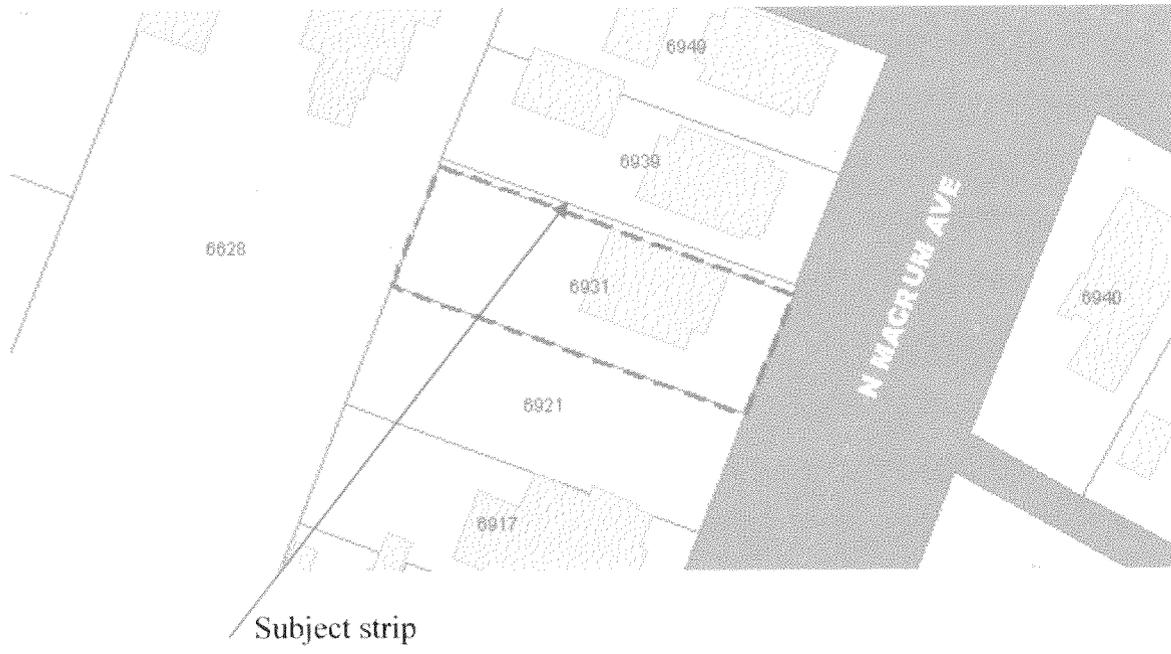
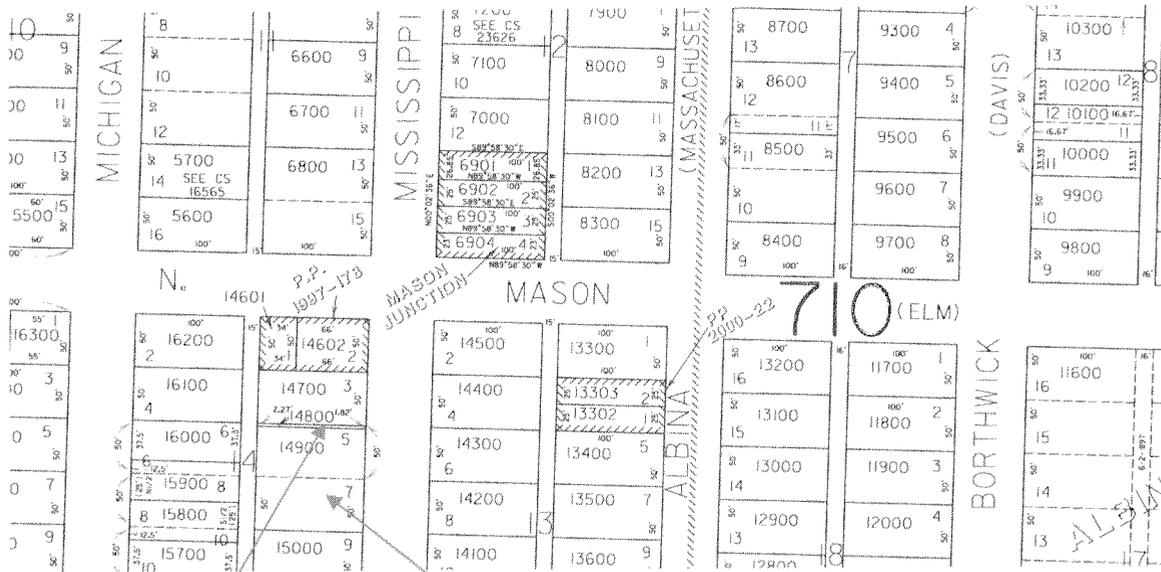


EXHIBIT B



Subject 4057 N Mississippi Ave.

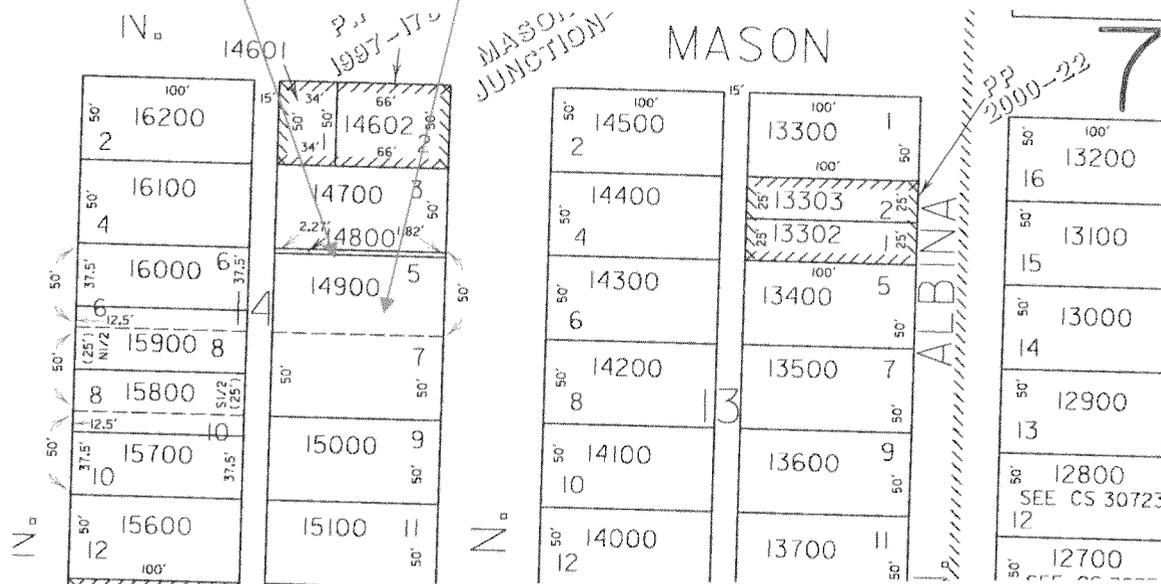


EXHIBIT C



Subject strip

4057 N Mississippi

EXHIBIT D



4057 N Mississippi

Subject Strip

4065 N Mississippi

EXHIBIT E
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2005-06

LEGAL DESCRIPTION:

A tract of land in Lot 5, Block 14, MULTNOMAH, a recorded subdivision in Multnomah County, State of Oregon described as lying north of a line beginning at a point in the East line of Lot 5, 1.82 feet South of the Northeast corner and running thence to a point in the West line of Lot 5, 2.27 feet South of the Northwest corner.

ADJACENT PROPERTY ADDRESS: 4057 N Mississippi Ave
TAX ACCOUNT NUMBER: R223535
GREENSPACE DESIGNATION: No designation
SIZE OF PARCEL: Approximately 205 square feet
ASSESSED VALUE: \$180.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$14.74
TAX TITLE MAINTENANCE COST & EXPENSES:	\$-0-
RECORDING FEE:	\$26.00
SUB-TOTAL	\$40.74
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$180.00

Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 06/07/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to BCMC PROPERTIES LLC.

The Multnomah County Board of Commissioners Finds:

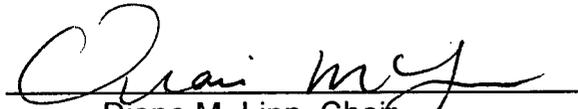
- a. Multnomah County acquired the real property described in Exhibit A. through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$180 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 205 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. BCMC PROPERTIES LLC have agreed to pay \$180, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$180, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to BCMC PROPERTIES LLC, the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

Exhibit A (Resolution)

LEGAL DESCRIPTION:

A tract of land in Lot 5, Block 14, MULTNOMAH, a recorded subdivision in Multnomah County, State of Oregon described as lying north of a line beginning at a point in the East line of Lot 5, 1.82 feet South of the Northeast corner and running thence to a point in the West line of Lot 5, 2.27 feet South of the Northwest corner.

Multnomah County Deed No.: D062078
Tax Account No.: R223535

Until a change is requested, all tax statements
shall be sent to the following address:
BCMC PROPERTIES LLC
7144 N ATLANTIC AVE
PORTLAND OR 97217-5208

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062078 for R223535

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to BCMC PROPERTIES LLC, Grantees, the real property in the attached Exhibit A.

The true consideration for this conveyance is \$180.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of July 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of July 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

Exhibit A (Deed)

LEGAL DESCRIPTION:

A tract of land in Lot 5, Block 14, MULTNOMAH, a recorded subdivision in Multnomah County, State of Oregon described as lying north of a line beginning at a point in the East line of Lot 5, 1.82 feet South of the Northeast corner and running thence to a point in the West line of Lot 5, 2.27 feet South of the Northwest corner.

Multnomah County Deed No. D062078
Account No. R223535

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-126

Authorizing the Private Sale of a Tax Foreclosed Property to BCMC PROPERTIES LLC

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described in Exhibit A. through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$180 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 205 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. BCMC PROPERTIES LLC have agreed to pay \$180, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

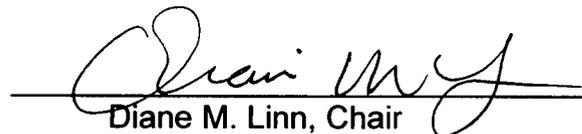
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$180, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to BCMC PROPERTIES LLC, the real property described in the attached Exhibit A.

ADOPTED this 6th day of July, 2006.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

Exhibit A (Resolution)

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Multnomah County Deed No.: D062078

Tax Account No.: R223535

Until a change is requested, all tax statements
Shall be sent to the following address:
BCMC PROPERTIES LLC
7144 N ATLANTIC AVE
PORTLAND OR 97217-5208

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE
503/4

Bargain and Sale Deed D062078 for R223535

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to BCMC PROPERTIES LLC, Grantees, the real property in the attached Exhibit A.

The true consideration for this conveyance is \$180.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of July 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of July 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/09

Exhibit A (Deed)

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Multnomah County Deed No. D062078
Account No. R223535

Exhibit A (Deed)

LEGAL DESCRIPTION:

A tract of land in Lot 5, Block 14, MULTNOMAH, a recorded subdivision in Multnomah County, State of Oregon described as lying north of a line beginning at a point in the East line of Lot 5, 1.82 feet South of the Northeast corner and running thence to a point in the West line of Lot 5, 2.27 feet South of the Northwest corner.

Multnomah County Deed No. D062078
Account No. R223535



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 07.06.06
DEBORAH L. BOGSTAD, BOARD CLERK.

Board Clerk Use Only

Meeting Date: 07/06/06
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 06/06/06

BUDGET MODIFICATION: -

Agenda Title: **NOTICE OF INTENT to Apply for Edward Byrne Memorial Justice Assistance Grant Program Funds**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Domestic Violence</u>
Contact(s):	<u>Chiquita Rollins</u>		
Phone:	<u>503-988-4112</u>	Ext.	<u>84112</u>
		I/O Address:	<u>167/1/630</u>
Presenter(s):	<u>Chiquita Rollins</u>		

General Information

1. What action are you requesting from the Board?

Multnomah Department of County Human Services (DCHS) is requesting permission to apply for funds from Edward Byrne Memorial Justice Assistance Grant Program (JAG Program), administered by the Oregon Department of Homeland Security.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security announces the availability of \$1,500,000 in Edward Byrne Memorial Justice Assistance Grant Program (JAG Program) funds to be competitively distributed during fiscal years 2006-2008 for the purpose of assisting victims of domestic violence and sexual assault in communities throughout the state. Emphasis is placed on promoting implementation of programs that reflect the current national consensus of research and practice for effectively serving female victims. We will be responding to a request for proposals issued in May, 2006, and will be focusing on the RFP's priority area #1 -- Assistance to Victims of Domestic Violence, which seeks to address the needs of victims with co-occurring mental health and substance abuse problems.

Services should be integrated, trauma-specific substance abuse treatment, mental health counseling, and related services for victims of domestic violence that address the addiction / self-medication and psycho-social / psychiatric problems often associated with violence.

Program services should include, but are not limited to: Outreach and engagement, screening and assessment, treatment, parenting skills training, resource coordination and advocacy, and crisis intervention services.

Victims of domestic violence eligible for services under this priority area are those that present with either or both substance abuse and mental health problems, and services delivered should be tailored to meet the substance abuse and / or mental health needs of each victim.

In addition to any other goals or objectives identified by applicants in the proposal, these programs should be aimed at: Helping victims with complex needs to achieve a holistic and self-directed recovery, establish well-being either within or outside of the abusive relationship and, thereby, reduce the likelihood that they will stay in or re-enter the system.

3. Explain the fiscal impact (current year and ongoing).

This is a two-year grant that will begin on October 1, 2006 and end on September 30, 2008. DCHS and its partners will request a total of \$200,000 for the entire project. There is a 25% cash or in-kind match (\$33,000 annually) required. The Department of Community Justice has committed \$5,000 to provide cross-training for domestic violence advocates, A&D and mental health treatment providers and DCHS MHASD has committed \$33,000 and possibly more for services toward the match. The remaining match will come from community partners and will be detailed in the Memorandum of Understanding submitted with the grant. In addition, we will be seeking other non-Federal funding for match.

4. Explain any legal and/or policy issues involved.

None

5. Explain any citizen and/or other government participation that has or will take place.

This grant will be a collaboration between DCHS and victim services and treatment providers, including YWCA, Raphael House, Bradley-Angle House, Volunteers of America, SEI, NAYA, El Programa Hispano, Russian Oregon Social Services, IRCO, etc.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security

- **Specify grant (matching, reporting and other) requirements and goals.**

These funds are intended to assist victims of domestic violence and sexual assault in communities throughout the state. Emphasis is placed on promoting implementation of programs that reflect the current national consensus of research and practice for effectively serving female victims. A 25% in-kind or cash match (\$33,000) is required. As mentioned above, the Department of Community Justice has committed \$5,000 and DCHS MHASD has committed \$33,000 and possibly more toward the match. The remaining match will come from community partners and will be detailed in the Memorandum of Understanding submitted with the grant. In addition, we will be seeking other non-Federal funding for match.

Grantees must submit quarterly, annual, and final cumulative program progress reports to CJSD as scheduled. Progress reports must include:

Data and narrative information on program activities conducted, assessment / monitoring plan activities completed, and progress made toward furthering the goals of the program during the period covered by the report.

A description of problems encountered during the reporting period in conducting program activities, implementing the assessment / monitoring plan, or furthering the goals of the program, and the steps taken to solve these problems.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time commitment, with maximum funding of \$200,000 for the 2-year period of the grant.

- **What are the estimated filing timelines?**

The grant application is due July 11, 2006.

- **If a grant, what period does the grant cover?**

October 1, 2006 through September 30, 2008.

- **When the grant expires, what are funding plans?**

It is expected that during the period of the grant, closer more integrated trauma-informed services for victims of domestic violence with co-occurring mental health and substance abuse problems will be developed, and that existing treatment and victim services programs will utilize the model developed after the grant period has ended. In addition, services from these three service sectors will become more accessible to this population due to the relationships, memorandum of understanding or other processes implemented. Additional funding will be sought from state, federal and foundation sources as a better understanding of the prevalence of these co-occurring problems is developed. Cross-training for staff in all three areas will reduce the need for specific services for this population.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

Indirect costs can not be funded out of this grant; however, space costs and other M&S are covered.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

Pat Surface

Date: 06/08/06

Budget Analyst:

Michael D. Gaspin

Date: 06/08/06

Department HR:

Date:

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 07-06-06
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 07/06/06
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 06/12/06

BUDGET MODIFICATION: NOND - 01

Agenda Title: Budget Modification NOND-01 Appropriating Revenue from United Way of the Columbia-Willamette to Operate Project Summer: Everybody Eats

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Non-Departmental</u>	Division:	<u>CCFC</u>
Contact(s):	<u>Wendy Lebow</u>		
Phone:	<u>503-988-6981</u>	Ext.	<u>86981</u>
		I/O Address:	<u>167/1/200</u>
Presenter(s):	<u>Wendy Lebow, Debra Ayo</u>		

General Information

1. What action are you requesting from the Board?

The Commission on Children, Families, and Communities (CCFC) recommends approval of Bud Mod Nondepartmental #1, to accept funds from the United Way of the Columbia-Willamette for operating Project Summer: Everybody Eats.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Childhood hunger and food insecurity impact nearly one in five children in Oregon. Multnomah County and specific portions of Clackamas and Washington Counties have rates of child poverty mirror, or are higher (23.9% in Multnomah County), than these statewide statistics, making hunger a regional program that requires a regional solution.

Recent research shows that food insecurity as well as hunger leads to poorer health for children and youth, which means that the link between hunger, health and learning is recognized to be strong and a serious concern. Project Summer: Everybody Eats was first developed two years ago as a collaborative effort between the CCFC, the Hunger Relief Task Force, Multnomah County Library,

SUN Service System, School Districts and non-profit agencies to address the county's childhood food insecurity problem by expanding utilization of the Summer Food Service Program (SFSP).

The SFSP is a federal feeding program intended for low- to moderate-income families to receive free, nutritious meals for their children during times when schools are closed for summer break. Eligibility for SFSP is based on the boundaries of a school that has 50% or more of its students eligible for Free/Reduced lunch program. Participation in the program doesn't require individuals to show proof of income or need, because participation is based on a school and neighborhood "entitlement" to the program.

Prior to the inception of Project Summer: Everybody Eats campaign in 2004, participation in the Summer Food Service Program in the County hovered at about 15% of eligible children and youth. The Oregon Hunger Relief Task Force (OHRTF) identified several barriers to participation for children and families, including outreach (people didn't know about the program), and having recreational and educational activities at Summer Food Service Program sites. Other barriers included complex regulations that hampered new sites opening up.

In 2004 and 2005, CCFC worked closely with the OHRTF and other partners to expand outreach through distributing flyers, water bottles and Frisbees, advertising on Tri-Met buses. Last year CCFC funded the "Start Smart" nutrition education curriculum at several sites. In both years, parents and youth at SFSP were surveyed to assess their satisfaction with the program. As a result of these and related efforts, participation in the SFSP increased from 15% in 2003 of eligible children and youth served to 29% in 2005 - when 328,774 meals were served.

This project is a tri-county collaboration between Multnomah, Washington and Clackamas Counties to expand education, outreach and services for the Summer Food Service Program. The project will include public awareness and outreach for the program, expanding the "Start Smart." The "Start Smart" curriculum will be delivered by youth to younger children.

This project will include piloting two sites in each county where parents will be allowed to receive a meal with their children at the SFSP sites. Under USDA guidelines, only children and youth under 18 years are allowed to eat. This parent meal project will allow the project to address adult hunger.

3. Explain the fiscal impact (current year and ongoing).

The grant is for \$100,000 per year for a total of three years. The revenue will enable CCFC to hire a temporary, part-time (0.25) CCFC Summer Food Coordinator. The remainder of the funds will be for outreach materials, bus ads, pilot sites for parent meals, for temporary, part-time summer employment for youth to provide the "Start Smart" curriculum, and for staffing coordination in Clackamas and Washington Counties.

4. Explain any legal and/or policy issues involved.

None

5. Explain any citizen and/or other government participation that has or will take place.

The CCFC Executive Committee was in agreement with applying for this grant. The grant application was planned with active participation of the Washington and Clackamas Counties' Commissions on Children and Families, and the Oregon Extension Service. For the past two years, the CCFC has worked closely with Portland Public Schools, Parkrose School District and Gresham-Barlow schools, and David-Douglas, which will continue. We also work with the Library, SUN Service System and the Oregon Hunger Relief Task Force (which recently became a non-profit).

ATTACHMENT A

Budget Modification

If the request is a **Budget Modification**, please answer all of the following in detail:

- What revenue is being changed and why?
CCFC will receive a \$100,000 grant from the United Way of the Columbia-Willamette to expand the project Summer Food, Everybody Eats to the tri-county region.
- What budgets are increased/decreased?
The CCFC's budget will be increased, and the majority of the funds will be contracted for outreach materials, "Start Smart" curriculum and summer temporary staff, and to Clackamas and Washington Counties.
- What do the changes accomplish?
Food insecurity is reduced and hunger rates decline. Greater numbers of children and youth participate in recreation and education activities. Youth employed by the program have opportunities to develop work experience and skills. Families increase their self-sufficiency by accessing available benefits, and Summer Food sites create a more positive neighborhood environment.
- Do any personnel actions result from this budget modification? Explain.
A 0.25 FTE part-time, temporary staff will be hired by CCFC.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Direct and indirect charges are covered by the grant.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
This is a three-year grant. Requests to a variety of local business partners is expanding the base of local funding commitment to the program.
- If a grant, what period does the grant cover?
The grant period is 7/1/06 through 6/30/09.
- If a grant, when the grant expires, what are funding plans?
Continuing outreach to the business community may help fill-in some gaps in future. Other sources will continue to be identified in the coming years.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

ATTACHMENT B

BUDGET MODIFICATION: NOND - 01

Required Signatures

**Department/
Agency Director:**

Wendy Lebn

Date: 06/12/06

Budget Analyst:

Debra

Date: 06/12/06

Department HR:

Date: _____

Countywide HR:

Date: _____

Budget Modification or Amendment ID: **NOND-01**

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Budget/Fiscal Year: **07**

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Cost Center	Accounting Unit		Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						WBS Element	Cost Element					
1	10-50	66666	40			CCFC.POV.00000	60100	0	14,800	14,800		Temporary
2	10-50	66666	40			CCFC.POV.00000	60135	0	4,304	4,304		Non Base Fringe
3	10-50	66666	40			CCFC.POV.00000	60145	0	451	451		Non Base Insurance
4	10-50	66666	40			CCFC.POV.00000	60350	0	0	2,460		Central Indirect
8	10-50	66666	40			CCFC.POV.00000	60160	0	0	73,000		Pass-Thru Payments
9	10-50	66666	40			CCFC.POV.00000	60180	0	0	4,985		Printing
11	10-50	66666	40			CCFC.POV.00000	50200	0	(100,000)	(100,000)	0	OP-Nongovt'l Prog
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										#REF!	#REF!	GRAND TOTAL



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 07-06-06
DEBORAH L. BOGSTAD, BOARD CLERK

REVISED 07/03/06	
Board Clerk Use Only	
Meeting Date:	<u>07/06/06</u>
Agenda Item #:	<u>R-3</u>
Est. Start Time:	<u>9:40 AM</u>
Date Submitted:	<u>06/08/06</u>

BUDGET MODIFICATION: -

Agenda Title: NOTICE OF INTENT to Apply for a Banfield Charitable Trust Grant for New Veterinary Equipment

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>(503) 988-7387</u>	Ext.	<u>25234</u>
		I/O Address:	<u>324</u>
Presenter(s):	<u>Mike Oswald</u>		

General Information

1. What action are you requesting from the Board?

Request approval of a Notice of Intent to apply for a grant for veterinary equipment for the new veterinary surgical facility at the Animal Services Shelter.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

Animal Services has constructed a new Shelter Medicine facility at the animal shelter. The new facility will include: pre- and post- surgery room, complete surgical suite, and offices for the shelter medicine team (staff veterinarian, three certified veterinary technicians). The new facility construction is funded entirely by private donations. This grant will fund veterinary equipment, specifically, two anesthesia machines and a surgical table.

3. Explain the fiscal impact (current year and ongoing).

No impact to General Fund.

4. Explain any legal and/or policy issues involved.

Animal Services' Shelter Medicine program has established high standards of professional

veterinary service and care for the animals entrusted to the county. All veterinary procedures and protocols meet or exceed veterinary practice standards—including equipment.

5. Explain any citizen and/or other government participation that has or will take place.

Veterinary protocols and equipment in the County's Shelter Medicine program are established in collaboration with the State Public Health Veterinarian, and other practicing veterinarians.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The granting organization is Banfield Charitable Trust, a registered 501(c)(3) non-profit organization that gives back to the communities served by Banfield, The Pet Hospital, and help advance veterinary medicine.

- **Specify grant (matching, reporting and other) requirements and goals.**

The grant funds proposals with the goals of promotion of preventative healthcare for pets.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time only grant. This grant will fund veterinary equipment, specifically, two anesthesia machines and a surgical table. The total request is for \$15,000.

- **What are the estimated filing timelines?**

The grant has no specific filing timelines. A pre-application form was submitted May 1, 2006.

- **If a grant, what period does the grant cover?**

There is no fixed grant period.

- **When the grant expires, what are funding plans?**

This is a one-time-only grant to fund the purchase of veterinary equipment.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

All additional costs beyond the grant will be included in the FY07 Animal Services budget.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**



Date: 06/07/06

Budget Analyst:



Date: 07/03/06

Department HR:

Date: _____

Countywide HR:

Date: _____

BOGSTAD Deborah L

From: HAY Ching L
Sent: Monday, July 03, 2006 8:20 AM
To: BOGSTAD Deborah L
Cc: OSWALD Michael L
Subject: FW: DCS Notice of Intent

I have made the following change:

From
'Animal Services is constructing a new Shelter Medicine facility at the animal shelter' to

- Animal Services has constructed a new Shelter Medicine facility at the animal shelter.

Mike, hopefully the change works.

-----Original Message-----

From: BOGSTAD Deborah L
Sent: Friday, June 30, 2006 4:50 PM
To: HAY Ching L
Cc: OSWALD Michael L
Subject: DCS Notice of Intent

Ching I just realized the attached notice of intent submitted by Mike Oswald does not have Budget Office required review and sign off. Would you review it and let me know if I may use your electronic signature on the APR? Thank you.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: R-3
 Est. Start Time: 9:40 AM
 Date Submitted: 06/08/06

BUDGET MODIFICATION: -

Agenda Title: **NOTICE OF INTENT to Apply for a Banfield Charitable Trust Grant for New Veterinary Equipment**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept. of Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>(503) 988-7387</u>	Ext.: <u>25234</u>	I/O Address: <u>324</u>
Presenter(s):	<u>Mike Oswald</u>		

General Information

1. What action are you requesting from the Board?

Request approval of a Notice of Intent to apply for a grant for veterinary equipment for the new veterinary surgical facility at the Animal Services Shelter.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

Animal Services is constructing a new Shelter Medicine facility at the animal shelter. The new facility will include: pre- and post- surgery room, complete surgical suite, and offices for the shelter medicine team (staff veterinarian, three certified veterinary technicians). The new facility construction is funded entirely by private donations. This grant will fund veterinary equipment; specifically, two anesthesia machines and a surgical table.

3. Explain the fiscal impact (current year and ongoing).

No impact to General Fund.

4. Explain any legal and/or policy issues involved.

Animal Services' Shelter Medicine program has established high standards of professional

veterinary service and care for the animals entrusted to the county. All veterinary procedures and protocols meet or exceed veterinary practice standards—including equipment.

5. Explain any citizen and/or other government participation that has or will take place.

Veterinary protocols and equipment in the County's Shelter Medicine program are established in collaboration with the State Public Health Veterinarian, and other practicing veterinarians.

ATTACHMENT A

Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

The granting organization is Banfield Charitable Trust, a registered 501(c)(3) non-profit organization that gives back to the communities served by Banfield, The Pet Hospital, and help advance veterinary medicine.
- **Specify grant (matching, reporting and other) requirements and goals.**

The grant funds proposals with the goals of promotion of preventative healthcare for pets.
- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time only grant. This grant will fund veterinary equipment, specifically, two anesthesia machines and a surgical table. The total request is for \$15,000.
- **What are the estimated filing timelines?**

The grant has no specific filing timelines. A pre-application form was submitted May 1, 2006.
- **If a grant, what period does the grant cover?**

There is no fixed grant period.
- **When the grant expires, what are funding plans?**

This is a one-time-only grant to fund the purchase of veterinary equipment.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

All additional costs beyond the grant will be included in the FY07 Animal Services budget.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

M. Cecilia Johnson

Date: 06/07/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: R-4
 Est. Start Time: 9:42 AM
 Date Submitted: 06/29/06

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Declaring a Portion of Certain County Real Property Surplus, Reserving a Temporary Road Purposes Easement; and Authorizing Sale of the Property to Lynn K. Woods

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: July 6, 2006 **Time Requested:** 5 minutes
Department: Non-Departmental **Division:** District 4
Contact(s): Robert Maestre, Deputy Director Community Services
Phone: 503-988-5001 **Ext.** 85001 **I/O Address:** 455/224
Presenter(s): Robert Maestre

General Information

1. What action are you requesting from the Board?

Approve the attached resolution declaring this property surplus and authorizing the private sale of the property to Lynn K. Woods

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

To construct 207th Ave in the early 1990s the County purchased private property. At this location 207th Ave. is at the top of a large berm. The berm and road have been functioning as designed. The adjacent property owner wishes to purchase this property, fill the slope of the road's berm to match the adjacent property's elevation and most likely develop the new larger parcel. If the slope of the berm is properly filled and compacted the road will not be adversely affected. The County's slope of the berm is not developable as is and has no value to anyone except the adjacent property owner.

3. Explain the fiscal impact (current year and ongoing).

The sale of this road slope will generate funds to be used this year (fy 2007) by the County's Transportation Division to improve traffic safety and flow. The sale of this road slope will also put

the property back on the tax roles and most likely allow further development.

4. Explain any legal and/or policy issues involved.

While the County is making no assurances that the County, the City of Fairview or the State of Oregon will permit any particular type of development we intend to work cooperatively with the purchaser to support the vacation of the overlying road right of way. The purchaser will face a number of challenges regarding obtaining ingress/egress to a development at this location and may need to spend significant funds to address the State's and County's road and traffic safety standards. The terms of the sale provide protection of the County's and the public's road.

5. Explain any citizen and/or other government participation that has or will take place.

The County's Transportation staff have coordinated with the City of Fairview regarding the sale of this property. This location has been identified in Fairview's long range plans as a likely spot for commercial development.

Required Signatures

**Department/
Agency Director:**

Lonnie Roberts

Date: 06/29/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Declaring a Portion of Certain County Real Property Surplus, Reserving a Temporary Road Purposes Easement; and Authorizing Sale of the Property to Lynn K. Woods

The Multnomah County Board of Commissioners Finds:

- a. The County owns certain real property that is a portion of the public right of way for NE 207th Ave, in the City of Fairview, more particularly described in the attached Exhibit A ("the Property").
- b. The Property is steeply sloped and is directly abutting the as traveled portion of NE 207th Avenue on its eastern side between Interstate-84 and NE Wistful Vista. The Property was purchased by the County with Road Funds in 1992.
- c. Presently the Property is necessary for the maintenance and operation of the public right of way for NE 207th Avenue. The County Engineer has concluded however, that the area of the slope, if properly filled, will no longer be needed as support for the road.
- d. The County supports economic development in the East County Cities and recognizes that this proposed sale creates a potential for economic development within the City of Fairview. This location is mentioned in Fairview's long range planning documents as one for possible commercial development.
- e. Two independent appraisals of the site were completed. Both appraisals found that to make the property commercially viable, any party pursuing such a project would have to commit significant resources to fill and compact the slope to make the property level with the directly adjacent property to the east.
- f. Based on these appraisals, the County has determined a reasonable price for the property "as is," with reservation of a road purposes easement for the benefit of the County, to be \$63,750.00.
- g. Ms. Lynn K. Woods owns the real property directly abutting to the east of the Property.
- h. Through negotiations between County Transportation staff and Ms. Woods, she has agreed to purchase the Property for the above price and has signed a Purchase and Sale Agreement with the County to that effect. A copy of said Agreement is attached as Exhibit B.

- i. In addition, the County has agreed to initiate vacation proceedings after Ms. Woods has completed fill activity so that the Property is made level, as reasonably determined by the County Engineer and the road purposes easement is no longer necessary for the safe operation and maintenance of NE 207th Avenue.
- j. The County has prepared a deed, a copy of which is attached as Exhibit C, that provides for the conveyance of the Property to Ms. Woods with reservation of the road purposes easement as described above.

The Multnomah County Board of Commissioners Resolves:

1. The Property, subject to above referenced road purpose easement for the benefit of the County, is surplus property.
2. The County Chair is authorized to execute all appropriate documents necessary to complete the sale of the Property, including but not limited to, the Purchase and Sale Agreement and Deed, in substantial compliance with the attached Exhibits B and C.
3. All net proceeds derived from the sale shall be deposited in the County's Road Fund # 1501 to be used for road capital and signage projects in FY 2007.

ADOPTED this 6th day of July, 2006.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 06-127

Declaring a Portion of Certain County Real Property Surplus, Reserving a Temporary Road Purposes Easement; and Authorizing Sale of the Property to Lynn K. Woods

The Multnomah County Board of Commissioners Finds:

- a. The County owns certain real property that is a portion of the public right of way for NE 207th Ave, in the City of Fairview, more particularly described in the attached Exhibit A ("the Property").
- b. The Property is steeply sloped and is directly abutting the as traveled portion of NE 207th Avenue on its eastern side between Interstate-84 and NE Wistful Vista. The Property was purchased by the County with Road Funds in 1992.
- c. Presently the Property is necessary for the maintenance and operation of the public right of way for NE 207th Avenue. The County Engineer has concluded however, that the area of the slope, if properly filled, will no longer be needed as support for the road.
- d. The County supports economic development in the East County Cities and recognizes that this proposed sale creates a potential for economic development within the City of Fairview. This location is mentioned in Fairview's long range planning documents as one for possible commercial development.
- e. Two independent appraisals of the site were completed. Both appraisals found that to make the property commercially viable, any party pursuing such a project would have to commit significant resources to fill and compact the slope to make the property level with the directly adjacent property to the east.
- f. Based on these appraisals, the County has determined a reasonable price for the property "as is," with reservation of a road purposes easement for the benefit of the County, to be \$63,750.00.
- g. Ms. Lynn K. Woods owns the real property directly abutting to the east of the Property.
- h. Through negotiations between County Transportation staff and Ms. Woods, she has agreed to purchase the Property for the above price and has signed a Purchase and Sale Agreement with the County to that effect. A copy of said Agreement is attached as Exhibit B.

- i. In addition, the County has agreed to initiate vacation proceedings after Ms. Woods has completed fill activity so that the Property is made level, as reasonably determined by the County Engineer and the road purposes easement is no longer necessary for the safe operation and maintenance of NE 207th Avenue.
- j. The County has prepared a deed, a copy of which is attached as Exhibit C, that provides for the conveyance of the Property to Ms. Woods with reservation of the road purposes easement as described above.

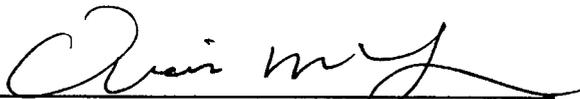
The Multnomah County Board of Commissioners Resolves:

- 1. The Property, subject to above referenced road purpose easement for the benefit of the County, is surplus property.
- 2. The County Chair is authorized to execute all appropriate documents necessary to complete the sale of the Property, including but not limited to, the Purchase and Sale Agreement and Deed, in substantial compliance with the attached Exhibits B and C.
- 3. All net proceeds derived from the sale shall be deposited in the County's Road Fund # 1501 to be used for road capital and signage projects in FY 2007.

ADOPTED this 6th day of July, 2006.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

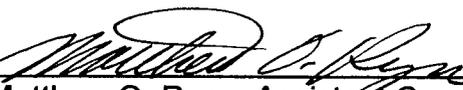
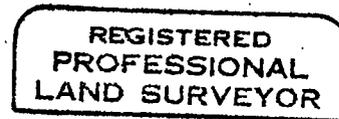
By 
Matthew O. Ryan, Assistant County Attorney

EXHIBIT "A"

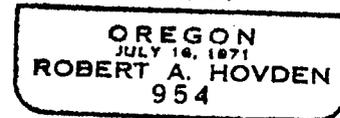
A portion of that certain tract of land conveyed to Multnomah County by deed recorded August 25, 1992 in Book 2580, Page 1495, Multnomah County Deed Records (MCDR), situated in the S.W. one-quarter of Section 28, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being all of said Multnomah County tract that lies easterly of a line that is 45.00 feet easterly of, when measured at right angle to and parallel with the following described centerline of N.E. 207th Avenue, County Road No. 4998:

Beginning at Engineer's Station 102+57.64 P.S., said station bears N29°54'13"W, a distance of 1347.99 feet from a concrete monument with 4-1/4" brass disc found at the Southeast corner of the J. Zimmerman D.L.C. No. 39; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S17°58'57"E, a distance of 249.81 feet) to Engineer's Station 105+07.64 P.S.C.; thence along the arc of a 954.93 foot radius curve to the left, through a central angle of 9°43'36" (the chord of which bears S27°50'46"E, a distance of 161.92 feet), an arc distance of 162.11 feet to Engineer's Station 106+69.75 P.C.S.; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S37°42'36"E, a distance of 249.81 feet) to Engineer's Station 109+19.75 P.T.; thence S40°12'34"E, a distance of 22.07 feet to Engineer's Station 109+41.82 P.S.; thence along the arc of a 250 foot spiral curve to the right (a=2.4; S=7°30'; the chord of which bears S37°42'35"E, a distance of 249.81 feet) to Engineer's Station 111+91.82 P.S.C.; thence along the arc of a 954.93 foot radius curve to the right, through a central angle of 25°23'03" (the chord of which bears S20°01'03"E, a distance of 419.62 feet), an arc distance of 423.07 feet to Engineer's Station 116+14.89 P.C.S., said station bears S71°31'17"W, a distance of 58.82 feet from the Southeast corner of said J. Zimmerman D.L.C. No. 39.

Containing 1.84 acres or 80,363 square feet more or less.



Robert A. Hovden



RENEWS 7-01-2007

Survey information is based on data per SN 57030, Multnomah County Survey Records, and by said reference is made a part thereof.

As shown on the attached EXHIBIT "B", herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the attached EXHIBIT "B" and the written legal description, the written legal description shall prevail.

EXHIBIT B
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of June _____, 2006, by and between Multnomah County, a political subdivision of the state of Oregon (the "Seller"), and Lynnia K. Woods (the "Buyer").

I. Recitals

A. The Seller is the owner of undeveloped real property, commonly known as the "207th Avenue Property" and hereinafter referred to as the "Property," directly abutting SE 207th, in the City of Fairview, County of Multnomah, State of Oregon, as more particularly described in the attached "Deed" identified as **Exhibit 1**.

B. Buyer desires to acquire from County the Property. County believes it is in the best interest of the public to sell the Property to Buyer.

C. Presently the Property is steeply sloped away from the shoulder of the paved road for 207th Avenue and the County needs the entire parcel for road maintenance, slope and drainage purposes.

D. Buyer owns the parcel of property that directly abuts the Property to the east, and desires to combine the two parcels, and through the addition of fill to both to make the consolidated parcel viable for future development.

E. If Buyer is successful in completing the fill activity the Parties believe the County will no longer need the Property for slope, drainage maintenance or other road purposes.

F. The Parties believe the public interest is best served by the sale of the Property in advance of the fill activity being completed; provided that the County retains a road purposes easement over, under and on the Property until such time in the reasonable determination of the County Engineer the easement is no longer necessary because the fill has made the Property level.

G. The Board of County Commissioners (Board) has determined the Property to be surplus and available for sale as allowed under ORS 275.030 and to approve the sale as proposed herein.

II. The Parties Agree As Follows:

1. **Purchase and Sale.** The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be \$63,750.00.

3. Escrow and Closing

3.1 Escrow: Sale will be closed in escrow at Stewart Title of Oregon (Escrow Holder), 2020 SW 4th Avenue, Suite 190, Portland, Oregon 97201. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder and will execute and deliver into escrow instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction.

3.2 Closing Date. The Parties agree to make best efforts to close the transaction not later than July 14, 2006. The date on which the transaction closes is referred to herein as the "Closing Date."

4. Deed. On the Closing Date, Seller shall deliver to Buyer a fully executed bargain and sale deed in substantial compliance with the attached Exhibit 1, conveying the Property to Buyer.

5 Taxes, Prorates, Costs and Expenses. Real property taxes for the Property are not currently applicable. Any other items required to be prorated shall be prorated as of the Closing Date. The Seller shall pay for the standard coverage title insurance policy, and one-half of all escrow fees and costs. The Buyer shall pay recording charges and one-half of all escrow fees. All other costs and expenses shall be allocated between the Buyer and the Seller in accordance with the customary practice in Multnomah County, Oregon.

6. Possession. Buyer shall be entitled to possession immediately upon closing.

7. Property Sold "AS IS." Buyer represents that she or her agents are familiar with the Property and that Buyer has accepted and executed this Agreement on the basis of her own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS."

8. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent.

9. Remedies. If the transaction does not close, through no fault of Seller, before the close of business on the Closing Date or if Seller fails to deliver the deed described in Section 4 above on the Closing Date, neither party shall have a claim against the other and this Agreement shall be terminated and shall have no further force or effect.

10. Notices. All notices or other communications required or permitted under this Agreement must be in writing and must be (1) personally delivered (including by

means of a professional messenger service), which notices and communications will be deemed received on receipt at the office of the addressee; (2) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications will be deemed received three days after deposit in the United States mail, postage prepaid; or (3) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications will be deemed received one business day after deposit with the courier.

**To Buyer: Lynnia K. Woods
 Five Star Storage
 20315 NE Sandy Blvd.
 Fairview, OR 97024**

**To Seller: Multnomah County Transportation Program
 Attn: Mr. Robert Maestre
 1600 SE 190th Ave.
 Portland, Oregon 97230**

Either party by written notice may designate a different address or contact person for purposes of this Agreement. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

11. Broker. The Seller represents and warrants to the Buyer, and the Buyer represents and warrants to the Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions.

12. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

13. Miscellaneous

13.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13.2 Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for

performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13.3 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

13.4 Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this agreement.

13.5 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. If the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

13.6 Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

13.7 No Attorney Fees. If a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, terms, conditions, or agreements on the part of the other party arising out of this Agreement, there shall be no right for the prevailing party to recover attorney fees.

14. Road Easement; Pending Vacation:

14.1 The Seller will transfer title to the Property to Buyer by bargain and sale deed subject to a road purposes easement that will remain in full force and effect unless and until Buyer has completed the fill activity discussed in Recital F, and the County Engineer reasonably determines there is no longer the need to retain any such easement because the property has been leveled.

14.2 If and when the County Engineer reasonably determines the easement is no longer required, the Seller shall promptly initiate and pursue to completion

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

BUYER:

SELLER:

Multnomah County

By: 
Lyndia K. Woods

By: _____
Diane M. Linn, County Chair

Date of Execution: 6/5/06

Date of Execution: _____

**REVIEWED:
AGNES SOWLE, COUNTY
ATTORNEY**

By: _____
Assistant County Attorney

After recording, return to:

Lynnia K. Woods
Five Star Storage
20315 NE Sandy Blvd.
Fairview, OR 97024

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

Lynnia K. Woods
Five Star Storage
20315 NE Sandy Blvd.
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BARGAIN AND SALE DEED

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PROVIDED: The above described conveyance shall be subject to a road purposes easement for the benefit of Grantor over, across and under the entire parcel.

FURTHER PROVIDED: Said easement shall remain in full force and effect unless and until Grantee has completed fill activity and the stabilization of the property and the County engineer reasonably determines there is no longer the need to retain any road purposes easement. At such time as the Multnomah County Engineer reasonably determines the easement is no longer required, Grantor shall promptly initiate proceedings before the Multnomah County Board of Commissioners and make best efforts to vacate the easement in compliance with ORS Chapter 368, and MCC 27.054. Grantee will cooperate with Grantor to achieve such vacation.

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The true and actual consideration paid for this transfer stated in terms of dollars is \$63,750.00.

DATED this _____ day of _____, 2006.

GRANTOR:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2006, by Grantor herein.

Notary Public for Oregon
My commission expires: _____

REVIEWED:

Agnes Sowle, County Attorney
for Multnomah County, Oregon

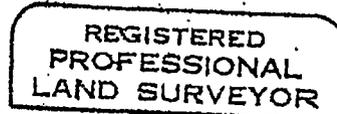
By: _____
Assistant County Attorney

EXHIBIT "A"

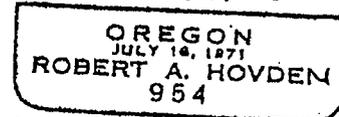
A portion of that certain tract of land conveyed to Multnomah County by deed recorded August 25, 1992 in Book 2580, Page 1495, Multnomah County Deed Records (MCDR), situated in the S.W. one-quarter of Section 28, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being all of said Multnomah County tract that lies easterly of a line that is 45.00 feet easterly of, when measured at right angle to and parallel with the following described centerline of N.E. 207th Avenue, County Road No. 4998:

Beginning at Engineer's Station 102+57.64 P.S., said station bears N29°54'13"W, a distance of 1347.99 feet from a concrete monument with 4-1/4" brass disc found at the Southeast corner of the J. Zimmerman D.L.C. No. 39; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S17°58'57"E, a distance of 249.81 feet) to Engineer's Station 105+07.64 P.S.C; thence along the arc of a 954.93 foot radius curve to the left, through a central angle of 9°43'36" (the chord of which bears S27°50'46"E, a distance of 161.92 feet), an arc distance of 162.11 feet to Engineer's Station 106+69.75 P.C.S.; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S37°42'36"E, a distance of 249.81 feet) to Engineer's Station 109+19.75 P.T.; thence S40°12'34"E, a distance of 22.07 feet to Engineer's Station 109+41.82 P.S.; thence along the arc of a 250 foot spiral curve to the right (a=2.4; S=7°30'; the chord of which bears S37°42'35"E, a distance of 249.81 feet) to Engineer's Station 111+91.82 P.S.C.; thence along the arc of a 954.93 foot radius curve to the right, through a central angle of 25°23'03" (the chord of which bears S20°01'03"E, a distance of 419.62 feet), an arc distance of 423.07 feet to Engineer's Station 116+14.89 P.C.S., said station bears S71°31'17"W, a distance of 58.82 feet from the Southeast corner of said J. Zimmerman D.L.C. No. 39.

Containing 1.84 acres or 80,363 square feet more or less.



Robert A. Hovden

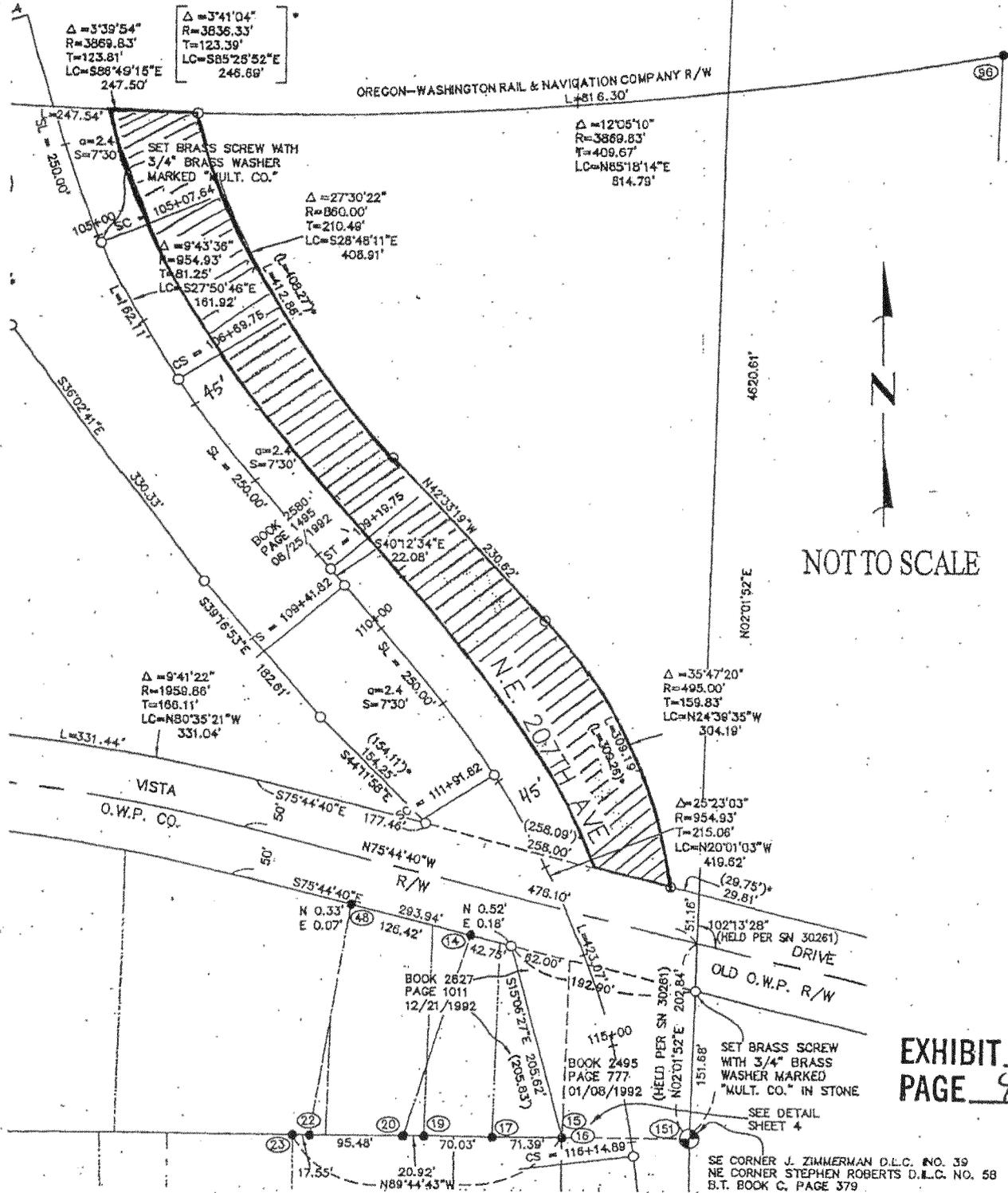


RENEWS 7-01-2007

Survey information is based on data per SN 57030, Multnomah County Survey Records, and by said reference is made a part thereof.

As shown on the attached EXHIBIT "B", herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the attached EXHIBIT "B" and the written legal description, the written legal description shall prevail.

EXHIBIT "B"



NOT TO SCALE

EXHIBIT 1
PAGE 4 OF 4

After recording, return to:

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Fairview, OR 97024

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The true and actual consideration paid for this transfer stated in terms of dollars is \$63,750.00.

DATED this _____ day of _____, 2006.

GRANTOR:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2006, by Grantor herein.

Notary Public for Oregon
My commission expires: _____

REVIEWED:

Agnes Sowle, County Attorney
for Multnomah County, Oregon

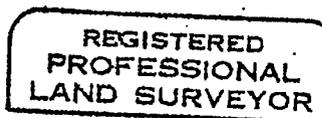
By: _____
Assistant County Attorney

EXHIBIT "A"

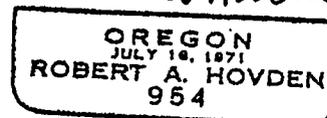
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Containing 1.84 acres or 80,363 square feet more or less.



Robert A Hovden



RENEWS 7-01-2007

Survey information is based on data per SN.57030, Multnomah County Survey Records, and by said reference is made a part thereof.

As shown on the attached EXHIBIT "B", herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the attached EXHIBIT "B" and the written legal description, the written legal description shall prevail.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of June _____, 2006, by and between Multnomah County, a political subdivision of the state of Oregon (the "Seller"), and Lynnna K. Woods (the "Buyer").

I. Recitals

A. The Seller is the owner of undeveloped real property, commonly known as the "207th Avenue Property" and hereinafter referred to as the "Property," directly abutting SE 207th, in the City of Fairview, County of Multnomah, State of Oregon, as more particularly described in the attached "Deed" identified as **Exhibit 1**.

B. Buyer desires to acquire from County the Property. County believes it is in the best interest of the public to sell the Property to Buyer.

C. Presently the Property is steeply sloped away from the shoulder of the paved road for 207th Avenue and the County needs the entire parcel for road maintenance, slope and drainage purposes.

D. Buyer owns the parcel of property that directly abuts the Property to the east, and desires to combine the two parcels, and through the addition of fill to both to make the consolidated parcel viable for future development.

E. If Buyer is successful in completing the fill activity the Parties believe the County will no longer need the Property for slope, drainage maintenance or other road purposes.

F. The Parties believe the public interest is best served by the sale of the Property in advance of the fill activity being completed; provided that the County retains a road purposes easement over, under and on the Property until such time in the reasonable determination of the County Engineer the easement is no longer necessary because the fill has made the Property level.

G. The Board of County Commissioners (Board) has determined the Property to be surplus and available for sale as allowed under ORS 275.030 and to approve the sale as proposed herein.

II. The Parties Agree As Follows:

1. **Purchase and Sale.** The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be \$63,750.00.

3. Escrow and Closing

3.1 Escrow: Sale will be closed in escrow at Stewart Title of Oregon (Escrow Holder), 2020 SW 4th Avenue, Suite 190, Portland, Oregon 97201. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder and will execute and deliver into escrow instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction.

3.2 Closing Date. The Parties agree to make best efforts to close the transaction not later than July 14, 2006. The date on which the transaction closes is referred to herein as the "Closing Date."

4. Deed. On the Closing Date, Seller shall deliver to Buyer a fully executed bargain and sale deed in substantial compliance with the attached Exhibit 1, conveying the Property to Buyer.

5 Taxes, Prorates, Costs and Expenses. Real property taxes for the Property are not currently applicable. Any other items required to be prorated shall be prorated as of the Closing Date. The Seller shall pay for the standard coverage title insurance policy, and one-half of all escrow fees and costs. The Buyer shall pay recording charges and one-half of all escrow fees. All other costs and expenses shall be allocated between the Buyer and the Seller in accordance with the customary practice in Multnomah County, Oregon.

6. Possession. Buyer shall be entitled to possession immediately upon closing.

7. Property Sold "AS IS." Buyer represents that she or her agents are familiar with the Property and that Buyer has accepted and executed this Agreement on the basis of her own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS."

8. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent.

9. Remedies. If the transaction does not close, through no fault of Seller, before the close of business on the Closing Date or if Seller fails to deliver the deed described in Section 4 above on the Closing Date, neither party shall have a claim against the other and this Agreement shall be terminated and shall have no further force or effect.

10. Notices. All notices or other communications required or permitted under this Agreement must be in writing and must be (1) personally delivered (including by

means of a professional messenger service), which notices and communications will be deemed received on receipt at the office of the addressee; (2) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications will be deemed received three days after deposit in the United States mail, postage prepaid; or (3) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications will be deemed received one business day after deposit with the courier.

**To Buyer: Lynnia K. Woods
Five Star Storage
20315 NE Sandy Blvd.
Fairview, OR 97024**

**To Seller: Multnomah County Transportation Program
Attn: Mr. Robert Maestre
1600 SE 190th Ave.
Portland, Oregon 97230**

Either party by written notice may designate a different address or contact person for purposes of this Agreement. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

11. Broker. The Seller represents and warrants to the Buyer, and the Buyer represents and warrants to the Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions.

12. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

13. Miscellaneous

13.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13.2 Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for

performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13.3 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

13.4 Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this agreement.

13.5 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. If the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

BUYER:

By:

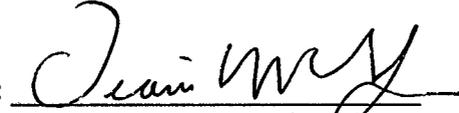

Lynn K. Woods

Date of Execution: 6/15/06

SELLER:

Multnomah County

By:


Diane M. Linn, County Chair

Date of Execution: 07.06.06

REVIEWED:

AGNES SOWLE, COUNTY
ATTORNEY

By:


Assistant County Attorney

After recording, return to:

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The true and actual consideration paid for this transfer stated in terms of dollars is \$63,750.00.

DATED this ____ day of _____, 2006.

GRANTOR:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2006, by Grantor herein.

Notary Public for Oregon
My commission expires: _____

REVIEWED:

Agnes Sowle, County Attorney
for Multnomah County, Oregon

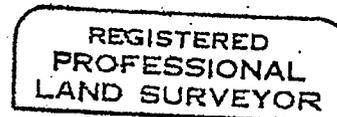
By: _____
Assistant County Attorney

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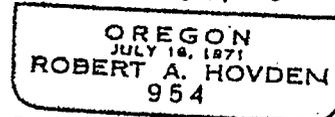
A portion of that certain tract of land conveyed to Multnomah County by deed recorded August 25, 1992 in Book 2580, Page 1495, Multnomah County Deed Records (MCDR), situated in the S.W. one-quarter of Section 28, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, being all of said Multnomah County tract that lies easterly of a line that is 45.00 feet easterly of, when measured at right angle to and parallel with the following described centerline of N.E. 207th Avenue, County Road No. 4998:

Beginning at Engineer's Station 102+57.64 P.S., said station bears N29°54'13"W, a distance of 1347.99 feet from a concrete monument with 4-1/4" brass disc found at the Southeast corner of the J. Zimmerman D.L.C. No. 39; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S17°58'57"E, a distance of 249.81 feet) to Engineer's Station 105+07.64 P.S.C.; thence along the arc of a 954.93 foot radius curve to the left, through a central angle of 9°43'36" (the chord of which bears S27°50'46"E, a distance of 161.92 feet), an arc distance of 162.11 feet to Engineer's Station 106+69.75 P.C.S.; thence along the arc of a 250 foot spiral curve to the left (a=2.4; S=7°30'; the chord of which bears S37°42'36"E, a distance of 249.81 feet) to Engineer's Station 109+19.75 P.T.; thence S40°12'34"E, a distance of 22.07 feet to Engineer's Station 109+41.82 P.S.; thence along the arc of a 250 foot spiral curve to the right (a=2.4; S=7°30'; the chord of which bears S37°42'35"E, a distance of 249.81 feet) to Engineer's Station 111+91.82 P.S.C.; thence along the arc of a 954.93 foot radius curve to the right, through a central angle of 25°23'03" (the chord of which bears S20°01'03"E, a distance of 419.62 feet), an arc distance of 423.07 feet to Engineer's Station 116+14.89 P.C.S., said station bears S71°31'17"W, a distance of 58.82 feet from the Southeast corner of said J. Zimmerman D.L.C. No. 39.

Containing 1.84 acres or 80,363 square feet more or less.



Robert A. Hovden

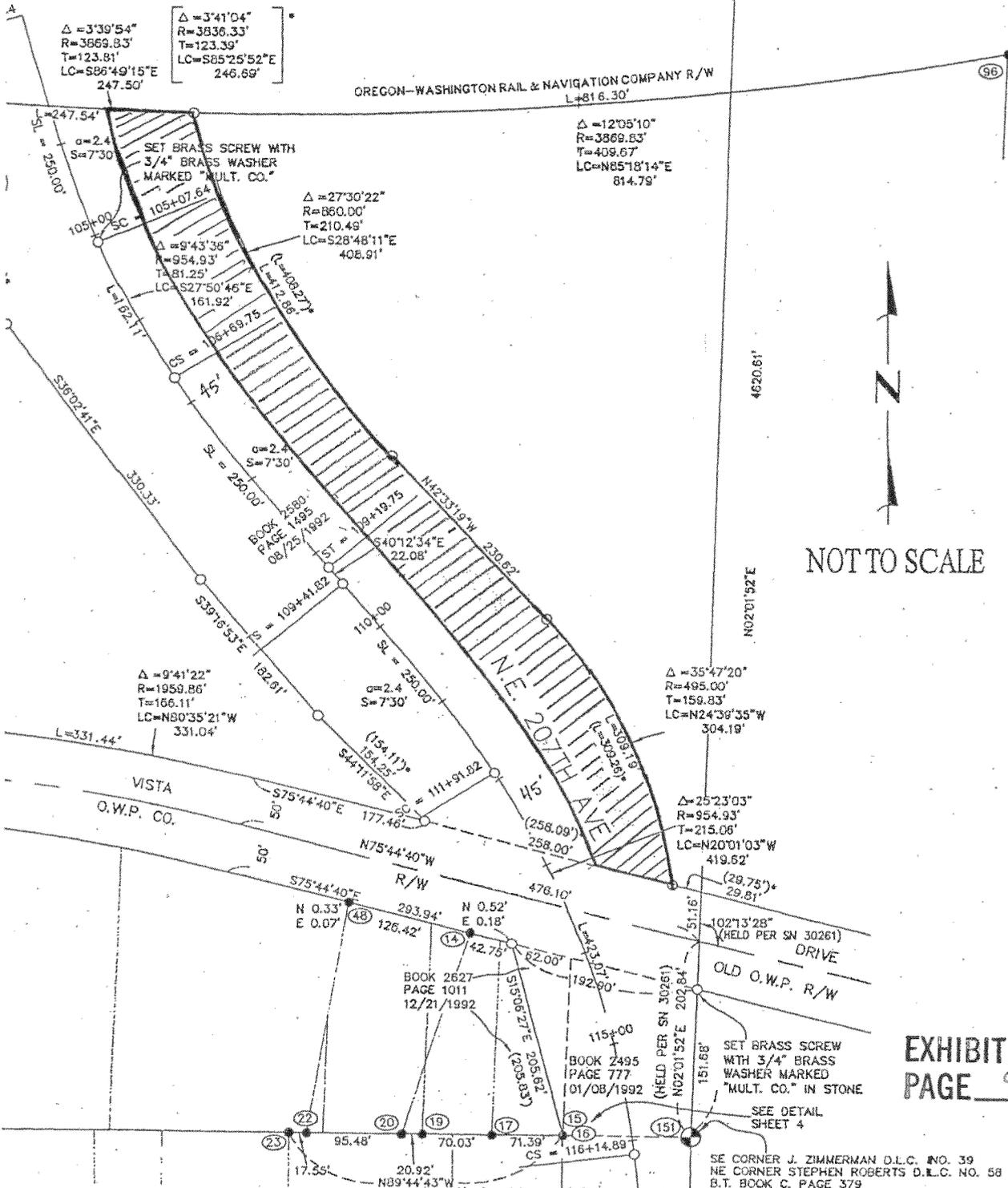


RENEW 5-7-01-2007

Survey information is based on data per SN 57030, Multnomah County Survey Records, and by said reference is made a part thereof.

As shown on the attached EXHIBIT "B", herein made a part of this document. In the event of a conflict or discrepancy between the map as shown on the attached EXHIBIT "B" and the written legal description, the written legal description shall prevail.

EXHIBIT "B"





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: R-5
 Est. Start Time: 9:45 AM
 Date Submitted: 06/12/06

BUDGET MODIFICATION:

**PUBLIC HEARING to Consider a Measure 37 Claim by Lester and Marvene
 Agenda Lukas for the Right to Construct a Dwelling on an Undeveloped Property
 Title: Known as T 3N, R 2W, SEC 25C, TL 1200 (Casefile T1-05-064)**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>30 mintues</u>
Department:	<u>Community Services</u>	Division:	<u>Land Use & Transportation</u>
Contact(s):	<u>Tammy Boren-King, Sandra Duffy</u>		
Phone:	<u>503-988-3043</u>	Ext.	<u>24562</u>
Presenter(s):	<u>Tammy Boren-King, Sandra Duffy</u>		
I/O Address:	<u>455/116</u>		

General Information

1. What action are you requesting from the Board?

Action requested is to provide a public hearing and render a decision regarding a Measure 37 claim by Lester and Marvene Lukas for undeveloped property known as T 3N, R 2W, SEC 25C, TL 1200. (Casefile T1-05-064). Land use planning has outlined an approach to deciding this claim in a staff report dated June 9, 2006.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Lester and Marvene Lukas acquired the subject property on January 2, 1973. Mr. and Mrs. Lukas have established that the challenged regulations enacted after they acquired the property have prevented them from building a home on the property. The claimants' alternative data is adequate to show that the challenged regulations have reduced the property's value. Consequently, the Board must either:

- a. Pay compensation equal to the reduction in fair market value of the property attributed to the challenged regulations; or.
- b. Not apply the challenged regulations to allow Mr. and Mrs. Lukas to construct one dwelling on the property. The challenged regulations for which a waiver is sought are listed in the attached staff report.

3. Explain the fiscal impact (current year and ongoing).

The claimants assert a reduction in value of between \$77,050 and \$436,150; however, this dollar figure is not supported by an appraisal prepared in accordance with the County ordinance. If the Board decided to pay compensation, the claimants will need to submit a more detailed appraisal for the lots to determine the amount of compensation due.

4. Explain any legal and/or policy issues involved.

Policy and legal issues are outlined in a staff report from Land Use Planning dated June 5, 2006. The County Attorney has advised that any property rights obtained by relief from land use regulations are not transferable under Ballot Measure 37, consistent with the DOJ opinion of February 2005.

5. Explain any citizen and/or other government participation that has or will take place.

Public notice of the claim was mailed to all property owners within 750 feet of the subject property. This notice provided a 14 day opportunity to comment period. Five written comments were submitted. Two expressed concerns about where access would be taken from and how construction of any access would affect surrounding properties. The third expressed similar concerns regarding how access will be provided, who will pay for the construction of the access, and how streams will be protected during any construction of stream crossings needed for the access road. The fourth letter of comment raised the same access issues as well as concerns that a home on the site may block their view. The fifth letter of comment stated that there may be legal concerns regarding whether or not the easement for access is valid. This letter stated that the owners of an abutting property over which the claimant's access easement travels are not willing to provide access to the claimants.

Deliberation and any action on this item will be done following a public hearing at which interested citizens will have an opportunity to testify and provide written comment in accordance with the Board of County Commissioners rules of procedure for the hearing.

The State of Oregon must also render a decision regarding whether they will pay compensation or choose not to apply the applicable state-wide land use planning regulations. The property owner has made a separate application to the State of Oregon.

Required Signatures

**Department/
Agency Director:**



Date: 06/09/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**LAND USE & TRANSPORTATION
PLANNING PROGRAM**

1600 SE 190TH Avenue Portland, OR 97233
PH: 503-988-3043 FAX: 503-988-3389
http://www.co.multnomah.or.us/dbcs/LUT/land_use

Staff Analysis of Measure 37 Claim

The following matter is scheduled for public hearing, deliberation and possible action before the Multnomah County Board of Commissioners

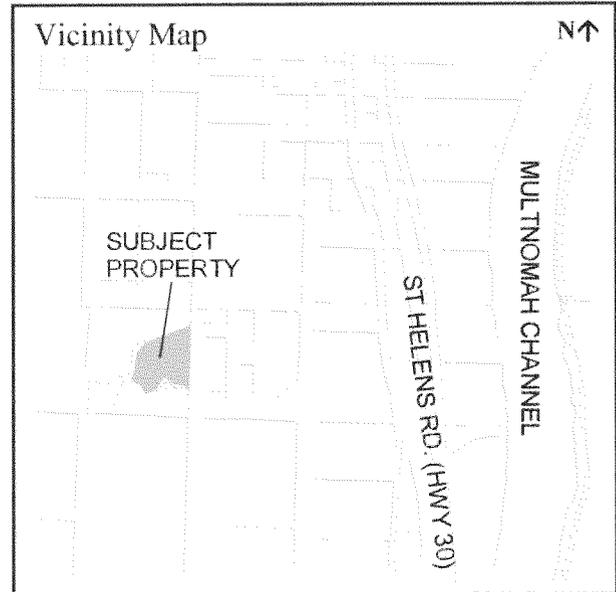
Hearing Date, Time, & Place:

July 6, 2006 at 9:30 am or soon thereafter, in the Commissioners' Board Room of the Multnomah Building, located at 501 SE Hawthorne, Portland, Oregon.

Case File: T1-05-064

Claimants: Lester & Marvene Lukas
18451 SE Lower Island Road
Dayton, OR 97114

Location: No Address Assigned
TL 1200, Sec 25C, T3N, R2W, W.M.
Tax Account # R98225-0730



Claim: Up to \$436,150 in compensation or relief from Multnomah County Code land use regulations to allow the claimants to construct a single family dwelling on the property.

Zoning: Commercial Forest Use- 1 (CFU-1), Significant Environmental Concern for wildlife habitat, streams, and views

Site Size: 8.86 acres

Approach to Deciding the Claim:

Lester and Marvene Lukas (claimants) acquired the subject property on January 2, 1973. The claimants have indicated that the challenged regulations enacted after they acquired the property have prevented them from building a single family dwelling. Our analysis confirms that current land use regulations prohibit the construction of a dwelling on their property. The claimant's data on comparable sales is adequate to show that some of the challenged regulations have reduced the property's value. Consequently, the Board must either:

- a. Pay compensation equal to the reduction in fair market value of the property attributed to the challenged regulations which restrict claimants' use of their property; **or**.
- b. Not apply challenged regulations to allow the claimants to construct a dwelling on the property.

The claimant's data is inadequate as evidence to establish value, so additional appraisal work would be needed if compensation is the desired course of action.

Staff Analysis

(The following is a step-by-step evaluation of the claim, which consists of the application materials submitted by the claimants. The analysis is structured as a series of questions that must be answered to establish if a claim is valid, comparable to the methodology outlined in a February 24, 2005 memo authored by the State Attorney General's Office.)

1. *Has the owner made a complete written demand under Ballot Measure 37?*

Yes. The materials submitted by the claimant constitute a complete "written demand for compensation" within the meaning of the measure.

On October 12, 2005, the claimants submitted a completed Measure 37 Claim Form (Exhibit A1), a \$1,500 deposit, copies of regulations which the claimants assert reduce their property value, a narrative (Exhibit A3), a title report (Exhibit A4), a copy of the deed which transferred ownership of the property to the claimants (Exhibit A2), and a comparative market analysis prepared by a Realtor. (Exhibit A5). These materials constitute a complete written demand for compensation complying with the county's requirements (MCC 27.520). These records indicate the claimants are in fact the owner of the lot involved in this Measure 37 claim.

The data on comparable sales in combination with the narrative submitted by the applicant's representative is adequate to determine that there has been a loss in value due to the application of particular land use regulations. This evidence by itself is not adequate to determine the exact amount of value reduction.

2. *Did the claimant acquire the property before the laws in question were adopted?*

Yes. The Claimants obtained an interest in the property on January 2, 1973 (Exhibit A2) prior to the county adopting the challenged regulations set out in the claim.

The zoning of the lot was F-2 on January 2, 1973 when the claimants acquired the property. A copy of the zoning map in effect on January 2, 1973 is included as Exhibit S1. A copy of the F-2 regulations in effect in 1973 is presented as Exhibit S2. The zoning first changed from F-2 to MUF-20 on October 6, 1977. The zoning changed to MUF-19 on August 14, 1980 and then to CFU-80 on January 7, 1993. The Commercial Forest Use-1 regulations challenged by the claimant first came into effect on August 8, 1998 and were amended on May 15, 2002.

The Significant Environmental Concern for Habitat, Streams, and Views overlay zones challenged by the claimant first came into effect on October 7, 1995.

3. *Have the challenged regulations restricted the use of the property?*

Yes. Some of the challenged regulations have restricted the use of the property by prohibiting the construction of a dwelling.

County maps indicate the property is zoned Commercial Forest Use-1 with Significant Environmental Concern for wildlife habitat and scenic views overlays on the entirety of the property and a Significant Environmental Concern for streams overlay on the western approximate one-half of the property. A copy of the current zoning map is included as Exhibit S3.

For the purposes of evaluating this claim, staff has organized the challenged regulations into categories and presents these categories separately below. In order for regulations to be eligible for waiver under Measure 37, they have to both restrict the use of a property and reduce the value of that property. The challenged regulations have been grouped into the following categories:

- Category 1 – Regulations that should not be applied as they restrict the use of the property
- Category 2 – Regulations that would be premature to not apply
- Category 3 – Regulations exempt from Measure 37
- Category 4 – Regulations unrelated to the claim

Category 1 - Regulations that should not be applied as they restrict the use of the property.

The regulations included in this category are all of the CFU-1 regulations which would prevent the establishment of a dwelling on the property.

- *MCC 33.2020(D)- Allows outright the alteration, maintenance or expansion of existing, lawfully established, habitable dwellings only.*
- *MCC 33.2020(E)- Allows outright the replacement of an existing, lawfully established, habitable dwelling within 200 feet of the site of the existing dwelling.*
- *MCC 33.2025(A)- With review, allows the replacement of an existing, lawfully established, habitable dwelling more than 200 feet from the site of the existing dwelling.*
- *MCC 33.2025(B)- With review, allows the restoration or replacement of a dwelling destroyed by fire, other casualty, or natural disaster.*

The F2 zone in effect at the time the claimants purchased the property allowed one house per lot as of right. The CFU-1 district as of right only allows the modification or replacement of an existing, lawfully established, habitable dwelling. There are no provisions that allow the establishment of a dwelling on a vacant CFU-1 property as an outright allowed use.

- *MCC 33.2030(A)- Allows large acreage tract dwellings as a conditional use.*
- *MCC 33.2035- Large Acreage Tract dwelling standards*

There is a conditional use permit process to obtain approval of a dwelling on vacant land in the CFU-1 zone called the Large Acreage Tract Dwelling provision. These standards require at least 160 contiguous acres or 200 non-contiguous acres in order to qualify for a dwelling. The claimants own 8.86 acres, making it impossible to qualify for a Large Acreage Tract Dwelling.

All of these provisions restrict the claimant's ability to establish a dwelling on the property and have thus restricted the use of the subject property.

Category 2 – Regulations that would be premature not to apply.

- *MCC 33.2020 (Allowed Uses)- Except subparts (D) and (E). This section establishes what uses are allowed outright in the CFU-1 zone.*
- *MCC 33.2025 (Review Uses)- Except subparts (A) and (B). This section establishes what uses are allowed with a Type II land use review in the CFU-1 zone.*
- *MCC 33.2030 (Conditional Uses)- Except subpart (A). This section establishes what uses are allowed with a Type III land use review in the CFU-1 zone.*

The only uses allowed which the applicant has shown restrict the use of their property are the provisions which only allow the properties that already have dwellings to continue to contain

dwellings. The remainder of the provisions of the above listed sections allows a variety of uses including uses such as farm use, forestry, home occupations, property line adjustments and road construction. The claimants have challenged the above listed regulations but provided no evidence that the above listed regulations restrict the use of the property involved in this claim for a single family dwelling.

- *MCC 33.2260(C) – Dimensional requirements for new structures*

This provision requires all new structures in the Commercial Forest Use-1 zone district be located at least 130-feet from all property lines with exception to the property line paralleling the access road where the setback is 60-feet from the road center. The purpose of this setback is to allow adequate room to accommodate fire breaks. The subject property is large enough to accommodate a dwelling in compliance with these standards. A specific development plan has not been submitted for the property involved in this request. It would be premature to not apply this regulation as the development details including the home location have not been determined.

- *MCC 33.4565 (Criteria of Approval of SEC-v Permit- Significant Views) This section establishes requirements that apply to properties which are visible from public areas that provide important views of scenic resources. Any development which might be visible from these public areas must be designed to blend into the landscape so as not to negatively impact scenic views.*
- *MCC 33.4570 (Criteria of Approval of SEC-h Permit- Wildlife Habitat) This section establishes requirements that protect habitat in undisturbed swaths. As such, this section requires clustering development near existing roads and existing development. It also requires outbuildings to be built in close proximity to dwellings in order to keep habitat from becoming fragmented.*
- *MCC 33.4575 (Criteria of Approval of SEC-s Permit- Streams) This section establishes requirements that protect streams by requiring a conservation area 300 on either side of a protected stream. Any development within the conservation area must be reviewed for impacts to the stream. Any negative impacts must be mitigated.*

These three challenged sections listed above establish the environmental overlay zones which apply to the claimants' property. It is possible that if the Board waives portions of the CFU-1 regulations to allow the establishment of a dwelling on the property that the claimants could receive an approval of that dwelling under the environmental standards. All of the challenged environmental overlays contain discretionary standards. Pursuant to MCC 27.515(B), a Measure 37 claim based on regulations that contain discretionary criteria for approval of a development on a property may only be filed after Multnomah County has enforced its regulations through approval or denial of a land use application. Such an approval or denial is necessary to establish whether a particular land use regulation restricts the use of a property. No such application has been filed, approved, or denied. As such, staff cannot state that the regulations have restricted the use of the property.

The claimants' assertions that the SEC overlays restrict the use of their property are premature. First, the claimants must attempt to seek approval of their development under the standards in order to determine whether or not a restriction of use has occurred.

Category 3- Regulations exempt under Measure 37 as they relate to health and safety or federal law.

- *MCC 33.2105 (CFU-1 Development Standards for Dwellings and Structures). This section establishes safety requirements such as vehicular access standards that allow safe passage for a*

fire truck, fire break requirements, and structural requirements to reduce the likelihood of the dwelling and adjoining timber land from being consumed in a wildfire.

The standards of this section are all fire safety standards related to the location of the dwelling in a forest environment in which there is a threat of forest fires. These standards are exempt from Measure 37 as they relate to public safety.

- *MCC 33.4575 (Criteria of Approval of SEC-s Permit- Streams) This section establishes requirements that protect streams by requiring a conservation area 300 on either side of a protected stream. Any development within the conservation area must be reviewed for impacts to the stream. Any negative impacts must be mitigated.*

This section of the code is included both in Category 2 and Category 3. As explained above under Category 2, these regulations contain discretionary criteria for which the County has not process a land use decision. Under MCC 27.515(B) it is premature to assume these regulations restrict the use of the property. Additionally, these regulations may be exempt from claims under Measure 37 because they are designed to protect water quality and/or preserve habitat for threatened and endangered salmonid fish species, both of which are requirements that stem from federal law.

Category 4- Regulations unrelated to the subject claim.

- *MCC 33.2000-33.2015- The Purposes, Area Affected, Definitions, and Uses sections of the CFU-1 zoning code.*

These four sections establish the purpose of the zone, define which properties are covered by the zone, establish the definitions for terms used in the zone, and require all land subject to the zone to comply with the provisions of the zone. None of these sections has been shown to restrict the use of the subject property.

4. Have the restrictions reduced the fair market value of the property?

Yes. The alternative data support the claim that the Category 1 regulations have reduced the value of the property.

The zoning of the lot was F-2 when the claimants acquired the property as previously discussed. This zone district allowed “*Dwelling or dwellings for owner, operator and/or help required to carry out grazing, agriculture, horticulture or the growing of timber.*”

The applicant has not submitted an appraisal stating the current value of the property without the right to build a home. Instead, the applicant has submitted a market analysis which shows that, if listed as buildable, the property should be listed for sale at a value between \$79,900 and \$439,000.

This is equivalent to between \$9,018 and \$49,845 per acre. It is worth noting that the land value as reported by the Multnomah County Assessment office is \$2,850, which is equivalent to \$321.67 per acre. A copy of the current assessment data is included as Exhibit S4.

The applicant has also submitted data on the recent listing for sale of 12 rural properties in western Multnomah County. Staff’s analysis of the submitted data on comparables is included as Exhibit S5. The data set contains 12 comparables, one of which contained insufficient data to analyze. The data on the remaining 11 comparables includes listed price, lot size, and property identification. Staff has

calculated the value per acre and also included information on zoning and overlays. Based on zoning and permit history, staff determined which of the 11 comparables were buildable properties and which were not. The average value per acre of the 6 buildable comparables was \$46,981. This number may reflect the listed price including a dwelling. No data was provided separating the land values from the value of any improvements that may exist on the buildable comparables. The average value per acre of the 5 unbuildable comparables was \$28,556.

While this information is not sufficient to establish a dollar amount for compensation, it is adequate to establish that property which is eligible for the construction of a dwelling is valued more highly than property which is not eligible for the construction of a dwelling.¹

Bob Alcantara, Senior Appraisal Supervisor, has submitted an analysis of the value of each lot with and without a building right. This memo shows that each lot is less valuable without the right to build a house (Exhibit S11). As noted in Mr. Alcantara's memo, there will be significant costs associated with the construction of a home on this lot.

No evidence of a viable means of access has been submitted. The property is currently accessible from Highway 30 to the east across land for which the claimants have not shown they possess an access easement. Adjacent owners to the east have stated that they are unwilling to provide access to the claimants. The claimants do have an access easement to the west that leads from the property to NW Gilkison Road which follows the route shown on the map included as Exhibit S12. This access is not currently constructed and would need to be constructed to the Commercial Forest Use zone development standards, which have requirements for width, maximum slope, and fire-truck turnouts. The easement is approximately 6,000 feet long over rugged terrain through commercial forest property owned by Longview Fibre Company and at least two private individuals. The construction of a road would require crossing three significant stream corridors, each of which may require the construction of a bridge. The cost of constructing such an access road will be significant.

5. *Have those regulations that reduce the fair market value of the property been enforced?*

Yes. The plain language of the Commercial Forest Use- 1 (CFU-1) zoning district prohibits the construction of a primary dwelling on the property.

Land use regulations enacted after the date the owner acquires the property must be enforced for the measure to be operative. The Commercial Forest Use-1 (CFU-1) zoning rules effectively prohibit the construction of a primary dwelling on the subject lot, reducing the value of the property. On their face these regulations have been enforced.

Public Comment

After a claim for compensation is declared complete pursuant to MCC 27.520(B), the Director shall mail notice of the claim to the claimant, other owners of record of the property, and all owners of property within 750 feet of the subject property. Additional mail notice shall be sent to

¹ The alternative data submitted assumes the ability to develop the lots is transferable by sale which contradicts the Attorney General's opinion on transferability. Also, the alternative data looks only at the current market value of the property and comparable properties. It does not look at the impact of the regulations at the time they were imposed. The land use regulations challenged in this claim have constrained the supply of developable properties in this area, the result of which may impact land values of the remaining developable properties in a positive manner [(2006) Jaeger, W., The effects of Land-Use Regulations on Property Values, Environmental Law (VOL 36) Pages 105-130]. That impact on the value is not considered in the analysis.

any public entities with land use regulatory authority over the property and other organizations or persons as the Director may designate (MCC 27.530(A)).

Pursuant to the provisions of MCC 27.530, a 14-day Opportunity to Comment packet was mailed on March 7, 2006. Five written comments were submitted. Two letters came from James Garibbo and Sue Ellen Liss (Exhibits S6 and S7). The first of these letters expressed concerns regarding access. The subject property does not have frontage on a public road. Mr. Garibbo and Ms. Liss expressed concerns about where access would be taken from and how construction of any access would affect surrounding properties. They also expressed concerns regarding how the cost of such improvements would be paid for. The second letter from Mr. Garibbo and Ms. Liss clarified that they are not opposed to the construction of a home, they simply have questions regarding the access. The third letter of comment was received from Norma Jean Marshall (Exhibit S8). Ms. Marshall expressed similar concerns regarding how access will be provided, who will pay for the construction of the access, and how streams will be protected during any construction of stream crossings needed for the access road. The fourth letter of comment was received from David and Sherry Carlson-DeMoss (Exhibit S9). Mr. and Ms. Carlson-DeMoss raise similar concerns regarding road access and the protection of streams during construction. Additionally, Mr. and Ms. Carlson-DeMoss raised concerns that a home on the site may block their view.

The fifth letter of comment was received from Vickie Wolk-Laniewski (Exhibit S10). Ms. Wolk-Laniewski wrote on behalf of a law firm representing Mr. and Ms. Carlson-DeMoss. Ms. Wolk-Laniewski stated that there may be legal concerns regarding whether or not the easement for access is valid. The easement which was submitted by the claimants may affect property owned by Mr. and Ms. Carlson-DeMoss. As noted in Exhibit S10, Mr. and Ms. Carlson-DeMoss are not willing to provide access to the claimants.

Prior to the issuance of any County permits to authorize the construction of a dwelling on the subject property or to authorize the construction of access improvements, the claimants will be required to provide proof of legal access. This access must meet the development standards for CFU-1 zone as listed in MCC 33.2105 which specify requirements such as minimum width, maximum grade, and maximum distances between turnouts. These are health and safety standards. If the access must be improved to meet the current standards, any construction work that crosses a significant stream which is subject to SEC-s must be reviewed under the standards of that overlay district to ensure adequate protections will be extended to the stream.

Conclusion

Considering the above findings, Lester and Marvene Lukas have established that land use regulations enacted after they acquired the subject property have prevented them from building a home. To allow the claimants to construct a home on the property, the Board would need to grant the request to not apply the following regulations:

- *MCC 33.2020(D)*
- *MCC 33.2020(E)*
- *MCC 33.2025(A)*
- *MCC 33.2025(B)*
- *MCC 33.2030(A)*
- *MCC 33.2035(B)*

The comparable sales data provided by the claimants establishes that the above listed regulations have reduced the fair market value of the identified property.

If the Board of Commissioners chooses to not apply the regulations listed, Land Use Planning would recommend that the Board of Commissioners address the following in the Board Order:

1. Include a statement that any waiver or modification of the county land use regulations does not constitute a waiver or modification of corresponding state laws, or administrative rules. Before any building permits may be issued, an authorization from the state must be secured.
2. Action by the Board of Commissioners to not apply regulations does not authorize immediate construction of the dwellings. Rules that still apply require that land use and building permits be approved by the County before development can proceed.
3. Include a statement that any right obtained by a claimant through the Board's grant of a waiver of County land use regulations is transferable only to the extent allowed by law.

Issued by:

By: _____
Tammy Boren-King, AICP, Planner

For: Karen Schilling- Planning Director

Date: June 9, 2006

Exhibits

Copies of the exhibits, referenced herein, and all other materials submitted to the County related to this claim are included in the case record that is on file at the Land Use and Transportation Planning Office.

Applicant Exhibits

- A1. Signed Measure 37 Application Form
- A2. Deed recorded in Book 903, Pages 1089-1090
- A3. Applicant's Narrative
- A4. Title Report
- A5. Comparative Market Analysis

Staff Exhibits

- S1. Zoning Map in Effect on 1-2-1973
- S2. Copy of F2 Zone in Effect on 1-2-1973
- S3. Current Zoning Map
- S4. Current Assessment Data
- S5. Staff Analysis of Data on Comparable Properties
- S6. Letter from James Garibbo and Sue Ellen Liss
- S7. Second Letter from James Garibbo and Sue Ellen Liss
- S8. Letter from Norma Jean Marshall
- S9. Letter from David and Sherry Carlson-DeMoss
- S10. Letter from Vickie Wolk-Laniewski
- S11. Memo regarding valuation of property from Bob Alcantara, Senior Appraisal Supervisor
- S12. Map showing location of access easement

Script for LUKAS Measure 37 Hearing

INTRODUCTION:

Chair: This is the time set for public hearing on the claim of LESTER AND MARVENE LUKAS under Ballot Measure 37. I am Diane Linn, Chair of the Multnomah County Board of Commissioners. Also in attendance are Commissioners _____ [name each Commissioner].

All information relevant to the claim may be submitted and will be considered in this hearing. The evidence may be in any form including oral and written testimony, letters, petitions or other written material, slides, photographs, maps drawings or other items.

The Commission will base its decision on the evidence presented, along with the information on the claim in the Planning file. The Board decision will be by Order adopted by the Board.

DISCLOSURES:

Chair: Board members are required to disclose the content of any *ex parte* contacts. Any Board member who has received any factual information obtained outside the information provided by the county planning staff or this hearing is an *ex parte* contact. A visit to the property is considered an *ex parte* contact. Any *ex parte* contacts should be disclosed at this time. Such disclosures should include the time and date of the visit, what he/she observed, who (if anyone) the Commissioner talked to at the site and any other relevant facts or observations obtained as a result of the site visit.

Chair: I have *no ex parte* contacts to disclose.

or if the Chair has disclosures to make

I have the following disclosures to make: _____

Chair: [Invite the other Commissioners to make any necessary disclosures.)
Commissioner Rojo de Steffey? Commissioner Naito? Commissioner Cruz?
Commissioner Roberts? [If there are none, each Commissioner should say “none” on the record.]

[If there are disclosures of *ex parte* contacts, the claimant and the public should be given an opportunity to rebut the substance of any disclosure. “Does anyone have any rebuttal testimony relating to any disclosure?”]

Chair: Board members are also required to disclose any conflicts of interest and to recuse themselves from deliberation and voting if a conflict exists. It is deemed a conflict of interest if any Board member, or a member of his/her immediate family or household, has a financial interest in the outcome of a matter before the Board. It is a conflict of interest if a Board member lives within the geographical area entitled to notice of a claim.

Script for LUKAS Measure 37 Hearing

Chair: Does any Board member, or a member of his/her immediate family or household, have a financial interest in the outcome of matter now before us?

I do [do not] have a financial interest in the outcome of this matter. [Invite other commissioners to make any necessary disclosures.] Rojo de Steffey? Naito? Cruz? Roberts? [If yes, that person must recuse himself/herself on the record.]

Does any Board member live within the geographical area entitled to notice of claim?

I do [do not] live within the geographical area. Rojo de Steffey? Naito? Cruz? Roberts?

[Any commissioner who lives within the relevant geographical area must recuse himself/herself. MCC 7.540]

CONDUCT OF THE HEARING:

Chair: I will ask for testimony and other evidence in the following order:

1. Staff report
2. Claimant or claimant's representative
3. Others who wish to be heard on the claim
4. Commission discussion, questions, deliberation
5. Future scheduling if necessary

HOW TO PRESENT TESTIMONY:

Chair: There are testimony cards at the back of the room and should be filled out by anyone wishing to testify. The claimant need not fill out a card. The cards should be given to the Board Clerk.

1. State your name and address before you begin your presentation
2. Avoid repetitive testimony
3. During the hearing, I ask those in the audience to refrain from any demonstration in support or opposition to the claim.

Chair: [Ask for testimony in the order listed above]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

ORDER TO NOT APPLY LAND USE REGULATIONS TO Lukas property: TL 1200, Sec 25C, T3N, R2W, W.M., UNDER BALLOT MEASURE 37

The Multnomah County Board of Commissioners Finds:

a. **Party:** Lester and Marvene Lukas are the Ballot Measure 37 Claimants who filed a demand for compensation to Multnomah County on October 12, 2005.

b. **Subject Real Property:** This claim relates to undeveloped vacant land located in Multnomah County, Portland, Oregon more specifically described as:

TL 1200, Sec 25C, T3N, R2W, W.M.; Tax Account # R98225-0730

c. **Adequacy of Demand for Compensation (Complete Application):**

The materials submitted by the claimant constitute a complete "written demand for compensation" within the meaning of the measure.

On October 12, 2005, the claimants submitted a completed Measure 37 Claim Form, \$1,500 deposit, copies of regulations which the claimants assert reduce their property value, a narrative, a title report, a copy of the deed which transferred ownership of the property to the claimants, and a comparative market analysis prepared by a Realtor. All of these submissions are attached as exhibits to the Staff Report of this claim and are hereby incorporated by reference. These materials constitute a complete written demand for compensation complying with the county's requirements (MCC 27.520). These records indicate the claimants are in fact the owner of the lot involved in this Measure 37 claim.

The data on comparable sales in combination with the narrative submitted by the applicant's representative is adequate to determine that there has been a loss in value due to the application of particular land use regulations. This evidence by itself is not adequate to determine the exact amount of value reduction.

d. **Relevant Dates of Property Ownership:**

The Claimants obtained an interest in the property on October 29, 1971 prior to the county adopting the challenged regulations set out in the claim.

The zoning of the lot was F-2 on October 29, 1971 when the claimants acquired the property. A copy of the zoning map in effect on October 29, 1971 is included in the staff report as Exhibit S1. The staff report, in its entirety is incorporated herein by reference. A copy of the F-2 regulations in effect in 1971 is presented in the staff report as Exhibit S2. The zoning first changed from F-2 to MUF-20 on October 6, 1977. The zoning changed to MUF-19 on August

14, 1980 and then to CFU-80 on January 7, 1993. The Commercial Forest Use-1 regulations challenged by the claimant first came into effect on August 8, 1998 and were amended on May 15, 2002.

The Significant Environmental Concern for Habitat, Streams, and Views overlay zones challenged by the claimant first came into effect on October 7, 1995.

e. **County Codes as a Restriction on Use of the Property:**

In order for regulations to be eligible for waiver under Measure 37, they have to both restrict the use of a property and reduce the value of that property. For purposes of this section, the challenged regulations have been analyzed by the planning staff for use restrictions and were grouped into the following categories:

Category 1 – Regulations that have restricted the use of the properties for the claimant

Category 2 – Regulations that would be premature to find that they restrict the use

Category 3 – Regulations exempt from Measure 37

Some of the challenged regulations have restricted the use of the property by prohibiting the construction of a dwelling.

This Order only addresses the Category 1 Regulations. The Board agrees with the staff's analysis in its staff report dated June 9, 2006, relative to the Category 2 and 3 regulations, which is incorporated herein by reference.

Category 1 - Regulations that should not be applied as they restrict the use of the property.

The regulations included in this category are all of the CFU-1 regulations which would prevent the establishment of a dwelling on the property.

- *MCC 33.2020(D)- Allows outright the alteration, maintenance or expansion of existing, lawfully established, habitable dwellings only.*
- *MCC 33.2020(E)- Allows outright the replacement of an existing, lawfully established, habitable dwelling within 200 feet of the site of the existing dwelling.*
- *MCC 33.2025(A)- With review, allows the replacement of an existing, lawfully established, habitable dwelling more than 200 feet from the site of the existing dwelling.*
- *MCC 33.2025(B)- With review, allows the restoration or replacement of a dwelling destroyed by fire, other casualty, or natural disaster.*

The F2 zone in effect at the time the claimants purchased the property allowed one house per lot as of right. The CFU-1 district as of right only allows the modification or replacement of an existing, lawfully established, habitable dwelling. There are no provisions that allow the establishment of a dwelling on a vacant CFU-1 property as an outright allowed use.

- *MCC 33.2030(A)- Allows large acreage tract dwellings as a conditional use.*

- *MCC 33.2035- Large Acreage Tract dwelling standards*

There is a conditional use permit process to obtain approval of a dwelling on vacant land in the CFU-1 zone called the Large Acreage Tract Dwelling provision. These standards require at least 160 contiguous acres or 200 non-contiguous acres in order to qualify for a dwelling. The claimants own 8.86 acres, making it impossible to qualify for a Large Acreage Tract Dwelling.

All of these provisions restrict the claimant's ability to establish a dwelling on the property and have thus restricted the use of the subject property.

f. County Code Restrictions Reduce Fair Market Value:

The alternative data support the claim that the Category 1 regulations have reduced the value of the property.

The zoning of the lot was F-2 when the claimants acquired the property as previously discussed. This zone district allowed "*Dwelling or dwellings for owner, operator and/or help required to carry out grazing, agriculture, horticulture or the growing of timber.*"

The applicant has not submitted an appraisal stating the current value of the property without the right to build a home. Instead, the applicant has submitted a market analysis which shows that, if listed as buildable, the property should be listed for sale at a value between \$79,900 and \$439,000.

This is equivalent to between \$9,018 and \$49,845 per acre. It is worth noting that the land value as reported by the Multnomah County Assessment office is \$2,850, which is equivalent to \$321.67 per acre. A copy of the current assessment data is included as Exhibit S4.

The applicant has also submitted data on the recent listing for sale of 12 rural properties in western Multnomah County. Staff's analysis of the submitted data on comparables is included as Exhibit S5. The data set contains 12 comparables, one of which contained insufficient data to analyze. The data on the remaining 11 comparables includes listed price, lot size, and property identification. Staff has calculated the value per acre and also included information on zoning and overlays. Based on zoning and permit history, staff determined which of the 11 comparables were buildable properties and which were not. The average value per acre of the 6 buildable comparables was \$46,981. This number may reflect the listed price including a dwelling. No data was provided separating the land values from the value of any improvements that may exist on the buildable comparables. The average value per acre of the 5 unbuildable comparables was \$28,556.

While this information is not sufficient to establish a dollar amount for compensation, it is adequate to establish that property which is eligible for the construction of a dwelling is valued more highly than property which is not eligible for the construction of a dwelling.

Bob Alcantara, Senior Appraisal Supervisor, has submitted an analysis of the value of each lot with and without a building right. This memo shows that each lot is less valuable without the right to build a house (Exhibit S11). As noted in Mr. Alcantara's memo, there will be significant costs associated with the construction of a home on this lot.

No evidence of a viable means of access has been submitted. The property is currently accessible from Highway 30 to the east across land for which the claimants have not shown they possess an access easement. Adjacent owners to the east have stated that they are unwilling to provide access to the claimants. The claimants do have an access easement to the west that leads from the property to NW Gilkison Road which follows the route shown on the map included as Exhibit S12. This access is not currently constructed and would need to be constructed to the Commercial Forest Use zone development standards, which have requirements for width, maximum slope, and fire-truck turnouts. The easement is approximately 6,000 feet long over rugged terrain through commercial forest property owned by Longview Fibre Company and at least two private individuals. The construction of a road would require crossing three significant stream corridors, each of which may require the construction of a bridge. The cost of constructing such an access road will be significant.

g. Enforcement of County Code Restrictions:

The plain language of the Commercial Forest Use- 1 (CFU-1) zoning district prohibits the construction of a primary dwelling on the property.

Land use regulations enacted after the date the owner acquires the property must be enforced for the measure to be operative. The Commercial Forest Use-1 (CFU-1) zoning rules effectively prohibit the construction of a primary dwelling on the subject lot, reducing the value of the property. On their face these regulations have been enforced.

h. Validity of Claim for Compensation: The Board finds that:

- (1) Claimant made a demand for compensation under the requirements set forth in Ballot Measure 37 by describing the use being sought, by identifying the regulations that prohibit the use, and by submitting evidence that land use regulations have reduced the value of the property;
- (2) Claimant provided evidence to prove that he acquired the property in 1971, before the adoption of regulations challenged in the claim;
- (3) There is evidence in the record to show that land use regulations now in place on the property restrict the use of real property, specifically the ability to construct a primary dwelling on undeveloped land which is zoned as Commercial Forest Use -1 land under the land use regulations of Multnomah County;
- (4) The fair market data submitted by Claimant, as organized and analyzed by the Planning staff, is evidence that the land use restrictions now in place on the property have the effect of reducing the fair market value of the property;

(5) The land use regulations that reduce the fair market value of the property have been enforced in that the plain language of the CFU use restrictions;

(6) The Board elects not to pay the compensation demanded by Claimant.

i. Public Comment

MCC 27.530(A) requires that, after a claim for compensation is declared complete pursuant to MCC 27.520(B), the Director shall mail notice of the claim to the claimant, other owners of record of the property, and all owners of property within 750 feet of the subject property. Additional mail notice shall be sent to any public entities with land use regulatory authority over the property and other organizations or persons as the Director may designate.

Pursuant to the provisions of MCC 27.530, a 14-day Opportunity to Comment packet was mailed on March 7, 2006. Five written comments were submitted. Two letters came from James Garibbo and Sue Ellen Liss (Exhibits S6 and S7). The first of these letters expressed concerns regarding access. The subject property does not have frontage on a public road. Mr. Garibbo and Ms. Liss expressed concerns about where access would be taken from and how construction of any access would affect surrounding properties. They also expressed concerns regarding how the cost of such improvements would be paid for. The second letter from Mr. Garibbo and Ms. Liss clarified that they are not opposed to the construction of a home, they simply have questions regarding the access. The third letter of comment was received from Norma Jean Marshall (Exhibit S8). Ms. Marshall expressed similar concerns regarding how access will be provided, who will pay for the construction of the access, and how streams will be protected during any construction of stream crossings needed for the access road. The fourth letter of comment was received from David and Sherry Carlson-DeMoss (Exhibit S9). Mr. and Ms. Carlson-DeMoss raise similar concerns regarding road access and the protection of streams during construction. Additionally, Mr. and Ms. Carlson-DeMoss raised concerns that a home on the site may block their view.

The fifth letter of comment was received from Vickie Wolk-Laniewski (Exhibit S10). Ms. Wolk-Laniewski wrote on behalf of a law firm representing Mr. and Ms. Carlson-DeMoss. Ms. Wolk Laniewski stated that there may be legal concerns regarding whether or not the easement for access is valid. The easement which was submitted by the claimants may affect property owned by Mr. and Ms. Carlson-DeMoss. As noted in Exhibit S10, Mr. and Ms. Carlson-DeMoss are not willing to provide access to the claimants.

Prior to the issuance of any County permits to authorize the construction of a dwelling on the subject property or to authorize the construction of access improvements, the claimants will be required to provide proof of legal access. This access must meet the development standards for CFU-1 zone as listed in MCC 33.2105 which specify requirements such as minimum width, maximum grade, and maximum distances between turnouts. These are health and safety standards. If the access must be improved to meet the current standards, any construction work that crosses a significant stream which is subject to SEC-s must be reviewed under the standards of that overlay district to ensure adequate protections will be extended to the stream.

The Multnomah County Board of Commissioners Orders:

1. Claimants, Lester and Marvene Lukas', request is granted and the land use regulations restricting the use of their property will not be applied in order to allow them to construct a single family dwelling on the property. Regulations which will not be applied are listed below:

- *MCC 33.2020(D)- Allows outright the alteration, maintenance or expansion of existing, lawfully established, habitable dwellings only.*
- *MCC 33.2020(E)- Allows outright the replacement of an existing, lawfully established, habitable dwelling within 200 feet of the site of the existing dwelling.*
- *MCC 33.2025(A)- With review, allows the replacement of an existing, lawfully established, habitable dwelling more than 200 feet from the site of the existing dwelling.*
- *MCC 33.2025(B)- With review, allows the restoration or replacement of a dwelling destroyed by fire, other casualty, or natural disaster.*
- *MCC 33.2030(A)- Allows large acreage tract dwellings as a conditional use.*
- *MCC 33.2035- Large Acreage Tract dwelling standards*

2. Conditions of Approval:

(a) This Board Order allows certain County code provisions not to be applied by the County to Claimants, Lester and Marvene Lukas, property as set out in section 1 above. This does not constitute a waiver or modification of corresponding state laws, or administrative rules. Before any building permits may be issued, an authorization from the state must be secured.

(b) Action by the Board, to not apply certain land use regulations of the county to Claimants, Lester and Marvene Lukas', property, does not authorize immediate construction of the primary dwelling. Rules that still apply require that land use and building permits be approved by the County before development can proceed.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 06-128

Order to Not Apply Land Use Regulations to Lukas Property: TL 1200, Sec 25C, T3N, R2W, W.M., Under Ballot Measure 37

The Multnomah County Board of Commissioners Finds:

- a. **Party:** Lester and Marvene Lukas are the Ballot Measure 37 Claimants who filed a demand for compensation to Multnomah County on October 12, 2005.
- b. **Subject Real Property:** This claim relates to undeveloped vacant land located in Multnomah County, Portland, Oregon more specifically described as:

TL 1200, Sec 25C, T3N, R2W, W.M.; Tax Account # R98225-0730

- c. **Adequacy of Demand for Compensation (Complete Application):**

The materials submitted by the claimant constitute a complete "written demand for compensation" within the meaning of the measure.

On October 12, 2005, the claimants submitted a completed Measure 37 Claim Form, \$1,500 deposit; copies of regulations which the claimants assert reduce their property value, a narrative, a title report, a copy of the deed which transferred ownership of the property to the claimants, and a comparative market analysis prepared by a Realtor. All of these submissions are attached as exhibits to the Staff Report of this claim and are hereby incorporated by reference. These materials constitute a complete written demand for compensation complying with the county's requirements (MCC 27.520). These records indicate the claimants are in fact the owner of the lot involved in this Measure 37 claim.

The data on comparable sales in combination with the narrative submitted by the applicant's representative is adequate to determine that there has been a loss in value due to the application of particular land use regulations. This evidence by itself is not adequate to determine the exact amount of value reduction.

- d. **Relevant Dates of Property Ownership:**

The Claimants obtained an interest in the property on October 29, 1971 prior to the county adopting the challenged regulations set out in the claim.

The zoning of the lot was F-2 on October 29, 1971 when the claimants acquired the property. A copy of the zoning map in effect on October 29, 1971 is included in the staff report as Exhibit S1. The staff report, in its entirety is incorporated herein by reference.

A copy of the F-2 regulations in effect in 1971 is presented in the staff report as Exhibit S2. The zoning first changed from F-2 to MUF-20 on October 6, 1977. The zoning changed to MUF-19 on August 14, 1980 and then to CFU-80 on January 7, 1993. The Commercial Forest Use-1 regulations challenged by the claimant first came into effect on August 8, 1998 and were amended on May 15, 2002.

The Significant Environmental Concern for Habitat, Streams, and Views overlay zones challenged by the claimant first came into effect on October 7, 1995.

e. **County Codes as a Restriction on Use of the Property:**

In order for regulations to be eligible for waiver under Measure 37, they have to both restrict the use of a property and reduce the value of that property. For purposes of this section, the challenged regulations have been analyzed by the planning staff for use restrictions and were grouped into the following categories:

Category 1 – Regulations that have restricted the use of the properties for the claimant

Category 2 – Regulations that would be premature to find that they restrict the use

Category 3 – Regulations exempt from Measure 37

Some of the challenged regulations have restricted the use of the property by prohibiting the construction of a dwelling.

This Order only addresses the Category 1 Regulations. The Board agrees with the staff's analysis in its staff report dated June 9, 2006, relative to the Category 2 and 3 regulations, which are incorporated herein by reference.

Category 1 - Regulations that should not be applied as they restrict the use of the property.

The regulations included in this category are all of the CFU-1 regulations which would prevent the establishment of a dwelling on the property.

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The F2 zone in effect at the time the claimants purchased the property allowed one house per lot as of right. The CFU-1 district as of right only allows the modification or replacement of an existing, lawfully established, habitable dwelling. There are no

provisions that allow the establishment of a dwelling on a vacant CFU-1 property as an outright allowed use.

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- *MCC 33.2035- Large Acreage Tract dwelling standards*

There is a conditional use permit process to obtain approval of a dwelling on vacant land in the CFU-1 zone called the Large Acreage Tract Dwelling provision. These standards require at least 160 contiguous acres or 200 non-contiguous acres in order to qualify for a dwelling. The claimants own 8.86 acres, making it impossible to qualify for a Large Acreage Tract Dwelling.

All of these provisions restrict the claimant's ability to establish a dwelling on the property and have thus restricted the use of the subject property.

f. County Code Restrictions Reduce Fair Market Value:

The alternative data support the claim that the Category 1 regulations have reduced the value of the property.

The zoning of the lot was F-2 when the claimants acquired the property as previously discussed. This zone district allowed "*Dwelling or dwellings for owner, operator and/or help required to carry out grazing, agriculture, horticulture or the growing of timber.*"

The applicant has not submitted an appraisal stating the current value of the property without the right to build a home. Instead, the applicant has submitted a market analysis which shows that, if listed as buildable, the property should be listed for sale at a value between \$79,900 and \$439,000.

This is equivalent to between \$9,018 and \$49,845 per acre. It is worth noting that the land value as reported by the Multnomah County Assessment office is \$2,850, which is equivalent to \$321.67 per acre. A copy of the current assessment data is included as Exhibit S4.

The applicant has also submitted data on the recent listing for sale of 12 rural properties in western Multnomah County. Staff's analysis of the submitted data on comparables is included as Exhibit S5. The data set contains 12 comparables, one of which contained insufficient data to analyze. The data on the remaining 11 comparables includes listed price, lot size, and property identification. Staff has calculated the value per acre and also included information on zoning and overlays. Based on zoning and permit history, staff determined which of the 11 comparables were buildable properties and which were not. The average value per acre of the 6 buildable comparables was \$46,981. This number may reflect the listed price including a dwelling. No data was provided separating the land values from the value of any improvements that may exist on the buildable comparables. The average value per acre of the 5 unbuildable comparables was \$28,556.

While this information is not sufficient to establish a dollar amount for compensation, it is adequate to establish that property which is eligible for the construction of a dwelling is valued more highly than property which is not eligible for the construction of a dwelling.

Bob Alcantara, Senior Appraisal Supervisor, has submitted an analysis of the value of each lot with and without a building right. This memo shows that each lot is less valuable without the right to build a house (Exhibit S11). As noted in Mr. Alcantara's memo, there will be significant costs associated with the construction of a home on this lot.

No evidence of a viable means of access has been submitted. The property is currently accessible from Highway 30 to the east across land for which the claimants have not shown they possess an access easement. Adjacent owners to the east have stated that they are unwilling to provide access to the claimants. The claimants do have an access easement to the west that leads from the property to NW Gilkison Road which follows the route shown on the map included as Exhibit S12. This access is not currently constructed and would need to be constructed to the Commercial Forest Use zone development standards, which have requirements for width, maximum slope, and fire-truck turnouts. The easement is approximately 6,000 feet long over rugged terrain through commercial forest property owned by Longview Fibre Company and at least two private individuals. The construction of a road would require crossing three significant stream corridors, each of which may require the construction of a bridge. The cost of constructing such an access road will be significant.

g. Enforcement of County Code Restrictions:

The plain language of the Commercial Forest Use- 1 (CFU-1) zoning district prohibits the construction of a primary dwelling on the property.

Land use regulations enacted after the date the owner acquires the property must be enforced for the measure to be operative. The Commercial Forest Use-1 (CFU-1) zoning rules effectively prohibit the construction of a primary dwelling on the subject lot, reducing the value of the property. On their face these regulations have been enforced.

h. Validity of Claim for Compensation: The Board finds that:

(1) Claimant made a demand for compensation under the requirements set forth in Ballot Measure 37 by describing the use being sought, by identifying the regulations that prohibit the use, and by submitting evidence that land use regulations have reduced the value of the property;

(2) Claimant provided evidence to prove that he acquired the property in 1971, before the adoption of regulations challenged in the claim;

(3) There is evidence in the record to show that land use regulations now in place on the property restrict the use of real property, specifically the ability to construct a primary dwelling on undeveloped land which is zoned as Commercial Forest Use -1 land under the land use regulations of Multnomah County;

(4) The fair market data submitted by Claimant, as organized and analyzed by the Planning staff, is evidence that the land use restrictions now in place on the property have the effect of reducing the fair market value of the property;

(5) The land use regulations that reduce the fair market value of the property have been enforced in that the plain language of the CFU use restrictions;

(6) The Board elects not to pay the compensation demanded by Claimant.

i. Public Comment

MCC 27.530(A) requires that, after a claim for compensation is declared complete pursuant to MCC 27.520(B), the Director shall mail notice of the claim to the claimant, other owners of record of the property, and all owners of property within 750 feet of the subject property. Additional mail notice shall be sent to any public entities with land use regulatory authority over the property and other organizations or persons as the Director may designate.

Pursuant to the provisions of MCC 27.530, a 14-day Opportunity to Comment packet was mailed on March 7, 2006. Five written comments were submitted. Two letters came from James Garibbo and Sue Ellen Liss (Exhibits S6 and S7). The first of these letters expressed concerns regarding access. The subject property does not have frontage on a public road. Mr. Garibbo and Ms. Liss expressed concerns about where access would be taken from and how construction of any access would affect surrounding properties. They also expressed concerns regarding how the cost of such improvements would be paid for. The second letter from Mr. Garibbo and Ms. Liss clarified that they are not opposed to the construction of a home; they simply have questions regarding the access. The third letter of comment was received from Norma Jean Marshall (Exhibit S8). Ms. Marshall expressed similar concerns regarding how access will be provided, who will pay for the construction of the access, and how streams will be protected during any construction of stream crossings needed for the access road. The fourth letter of comment was received from David and Sherry Carlson-DeMoss (Exhibit S9). Mr. and Ms. Carlson-DeMoss raise similar concerns regarding road access and the protection of streams during construction. Additionally, Mr. and Ms. Carlson-DeMoss raised concerns that a home on the site may block their view.

The fifth letter of comment was received from Vickie Wolk-Laniewski (Exhibit S10). Ms. Wolk-Laniewski wrote on behalf of a law firm representing Mr. and Ms. Carlson-DeMoss. Ms. Wolk Laniewski stated that there may be legal concerns regarding whether or not the easement for access is valid. The easement which was submitted by the claimants may affect property owned by Mr. and Ms. Carlson-DeMoss. As noted in

Exhibit S10, Mr. and Ms. Carlson-DeMoss are not willing to provide access to the claimants.

Prior to the issuance of any County permits to authorize the construction of a dwelling on the subject property or to authorize the construction of access improvements, the claimants will be required to provide proof of legal access. This access must meet the development standards for CFU-1 zone as listed in MCC 33.2105 which specify requirements such as minimum width, maximum grade, and maximum distances between turnouts. These are health and safety standards. If the access must be improved to meet the current standards, any construction work that crosses a significant stream which is subject to SEC-s must be reviewed under the standards of that overlay district to ensure adequate protections will be extended to the stream.

The Multnomah County Board of Commissioners Orders:

1. Claimants, Lester and Marvene Lukas', request is granted and the land use regulations restricting the use of their property will not be applied in order to allow them to construct a single family dwelling on the property. Regulations which will not be applied are listed below:
 - *MCC 33.2020(D) - Allows outright the alteration, maintenance or expansion of existing, lawfully established habitable dwellings only.*
 - *MCC 33.2020(E) - Allows outright the replacement of an existing, lawfully established, habitable dwelling within 200 feet of the site of the existing dwelling.*
 - *MCC 33.2025(A) - With review, allows the replacement of an existing, lawfully established, habitable dwelling more than 200 feet from the site of the existing dwelling.*
 - *MCC 33.2025(B) - With review, allows the restoration or replacement of a dwelling destroyed by fire, other casualty, or natural disaster.*
 - *MCC 33.2030(A) - Allows large acreage tract dwellings as a conditional use.*
 - *MCC 33.2035 - Large Acreage Tract dwelling standards*

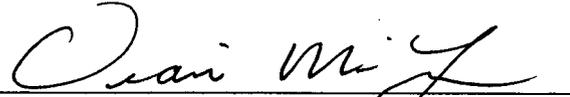
2. **Conditions of Approval:**
 - (a) This Board Order allows certain County code provisions not to be applied by the County to Claimants, Lester and Marvene Lukas, property as set out in section 1 above. This does not constitute a waiver or modification of corresponding state laws, or administrative rules. Before any building permits may be issued, an authorization from the state must be secured.

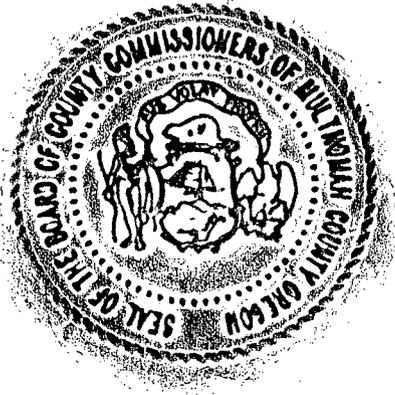
 - (b) Action by the Board, to not apply certain land use regulations of the county to Claimants, Lester and Marvene Lukas', property, does not authorize immediate construction of the primary dwelling. Rules that still apply require that land use and building permits be approved by the County before development can proceed.

(c) Any right obtained by a claimant through the Board's grant of a waiver of County land use regulations is transferable only to the extent allowed by law.

ADOPTED this 6th day of July, 2006.

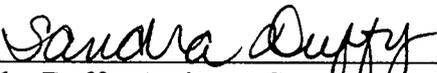
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra Duffy, Assistant County Attorney

#1
**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 7.6.06

SUBJECT: Lukas

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: DONIS McArdle

ADDRESS: 9005 NW Cornell

CITY/STATE/ZIP: Portland 97229

PHONE: DAYS: 503-781-7444 EVES: 503-781-7444

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 7-6-06

SUBJECT: Measure 37 claim

AGENDA NUMBER OR TOPIC: Lester & Marvene Lukas

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Sherry Carlson - DeMass

ADDRESS: 25531 NW Saint Helens Rd

CITY/STATE/ZIP: Scappoose, OR 97056

PHONE: _____ DAYS: _____ EVES: 503-543-5756

EMAIL: bfreebandit@yahoo.com FAX: _____

SPECIFIC ISSUE: road access issue

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: July 9, 2006

SUBJECT: Measure 37 Claim

AGENDA NUMBER OR TOPIC: T1-05-064

(?) FOR: X AGAINST: X THE ABOVE AGENDA ITEM (?)

NAME: ERIC SOGGE, KEN, ALTERNATE BIRNSTEIN, LLP

ADDRESS: 520 SW YAMHILL ST, SUITE 600

CITY/STATE/ZIP: PORTLAND, OR 97204-1329

PHONE: DAYS: 503-222-3537 EVES: 503-705-6974

EMAIL: esogge1@comcast.net FAX: 503-227-2980

SPECIFIC ISSUE: access to subject property

WRITTEN TESTIMONY: ~~letter previously~~ My firm and I represent Sherry and David Carlson-DeMoss, a joint owners to the east. Our clients question the access to the property and object to its being identified as "Schwitzer Road" or "Schwainzer Road".

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: B-1
 Est. Start Time: 10:00 AM
 Date Submitted: 06/28/06

BUDGET MODIFICATION: -

Agenda Title: **Briefing on East County Justice Facility Project Plan**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	<u>July 6, 2006</u>	Time Requested:	<u>20 minutes</u>
Department:	<u>Dept. of County Management</u>	Division:	<u>Facilities and Property Management</u>
Contact(s):	<u>Pam Krecklow</u>		
Phone:	<u>503-988-4382</u>	Ext.	<u>84382</u>
Presenter(s):	<u>Doug Butler, Pam Krecklow</u>		
I/O Address:	<u>274</u>		

General Information

1. What action are you requesting from the Board?

No action at this time, this is a briefing to received comments and direction from the Board.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

Per resolution #06-038 Facilities & Property Management was directed to produce a project plan and site proposals for an East County Justice Facility. The Board has previously approved the first two planning steps for a new facility and the final step, a project plan is still pending approval. With the previous direction from the Board the concept for the East County Justice Facility has been modified to address the Boards concerns in regards to additional space being added to the building.

The current concept considers building out the full long term need for the courts and back filling the court expansion space with the occupants of the Hansen Building. With the sense of urgency the Hansen Building Action Plan creates it is the solution that provides the County with a complete courts facility and the time to make the proper decisions regarding any changes to existing County operations. This concept change does allow the County the ability to fix two long time outstanding issues with one building rather than have to find funding to create two separate facilities.

3. Explain the fiscal impact (current year and ongoing).

No costs are involved with the Briefing. The project plan does included a funding strategy for the facility through an previous ear mark of the sale revenue from the Edgefield Property that the Board approved in Resolution #04-159.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

The East County Justice Facility has received high visibility during the 2+ year planning process. The East County Justice Facility work group met for a year at meetings open to the public and received public comment during the process. The issue has been before the Board of County Commissioners at public meetings no less than six times. Numerous articles have been published in the Oregonian and Gresham Outlook. A public siting meeting hosted by the PAO's office was conducted in July 2005. Commissioner Robert's staff has attended numerous civil and business association meetings; facility staff has presented planning materials at urban renewal advisory committee and business association meetings. The City of Gresham has met publicly while passing two resolutions regarding the East County Justice Facility.

Required Signatures

**Department/
Agency Director:**

David G Boyer

Date: 06/28/06

Budget Analyst:

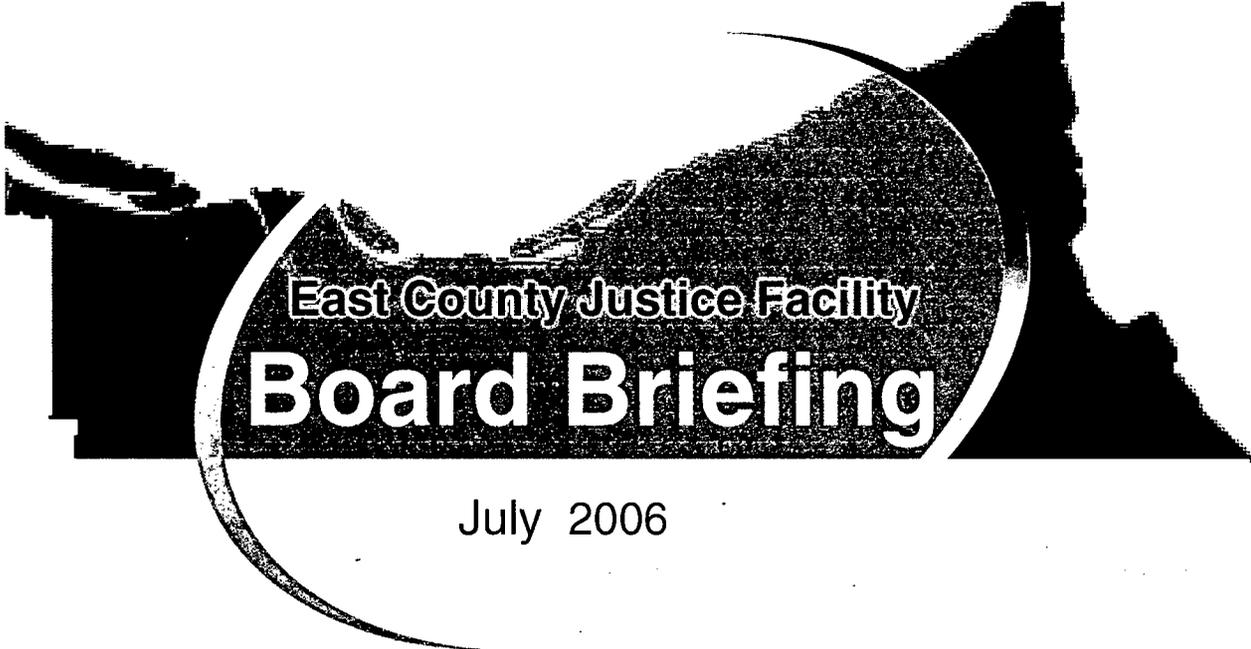
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Department HR:

Date:

Countywide HR:

Date:

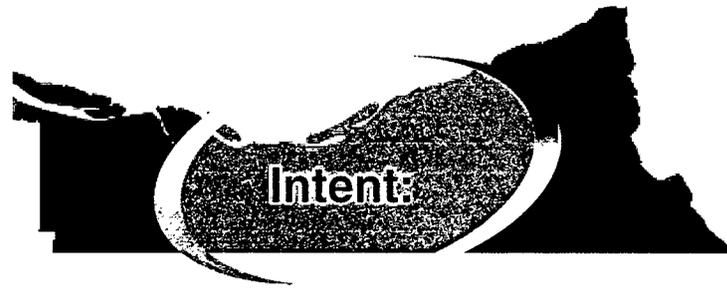


East County Justice Facility
Board Briefing

July 2006



Asset Management Section
Facilities & Property Management Division
Department of Business and Community Services
Multnomah County, Oregon



Prior to finalizing the Project Plan requested in Resolution 06-038 there are two outstanding questions:

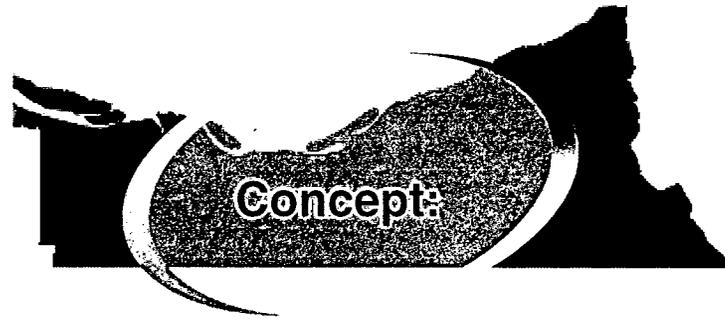
What should be included within an East County Justice Facility?

and

Where should the facility be located?

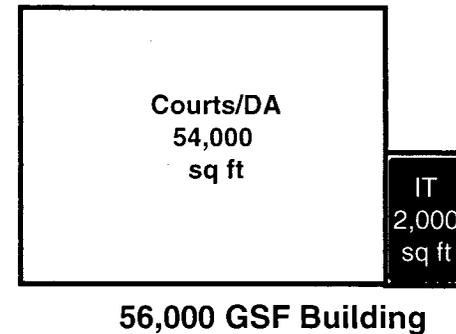
To be able to answer those questions Facilities is requesting Board comment and direction on:

- A modified East County Justice Facility concept
- Four potential siting options



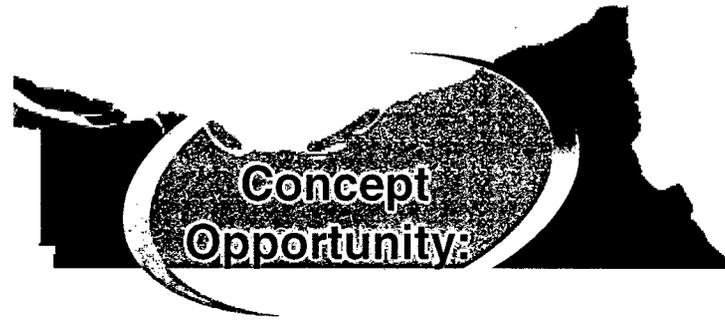
A 56,000 sq ft building:

54,000 sq ft for six courtrooms
2,000 sq ft for IT servers



Concept fulfills County's obligation to:

- Plan for the future (Fulfills 40 year Court need)
- Complete first step in over all Courthouse solution (Meets facility commitments)
- Comply with existing County visions and policies:
 - ✓ **Sustainability** (Provides a new green facility)
 - ✓ **Emergency Management** (Provides flexible backup site for County and Courts)
 - ✓ **Facilities Strategic Plan** (Creates opportunity for backfill of other County services)



Backfilling:

Full Build out = 54,000 sq ft or 6 courtrooms

Current Court need = 36,000 sq ft or 4 courtrooms

Remaining space = 18,000 sq ft for back fill opportunity

Possible Occupants:

- **Vacate ailing Hansen Building:**

- Full backfill opportunity requires additional 2,000 sq ft
- Would consolidate 36,000 sq ft into 20,000 sq ft

- **Gresham Probation & Parole:**

- Partial backfill opportunity
- 4,394 sq ft – Existing Tier 1 building

- **Other options through disposition strategy**

- DCJ Juvenile Probation 700 sq ft



58,000 sq ft Courts Facility backfilled with Hansen Occupants:

- Addresses sense of urgency to relocate Hansen residents
- If approved will meet Hansen Action Plan time frame
- Creates a single solution to two issues (Gresham Courts & Hansen Building)
- Alleviates having to fund two separate solutions (Only have funding for one facility)
- Increases building size by 2,000 sq ft versus having to find 20,000 sq ft
- Puts Sheriff functions in flex space allowing time for future operating questions to be answered
- Combines Law Enforcement functions with Sheriff functions existing in a court facility
- Compliments Court functions by providing a one stop shop for warrants, restraining orders, etc.

Before moving to siting any Board comments, suggestions, direction?



Two Considerations:

Within Gresham City Limits (ORS 1.185)

On or close to Max Line
(To comply with Sustainability Goals)

4 siting proposals for Board consideration:

(Analyzed over 35 sites)

- Multnomah County East
- Metro Property at Government Center
- Center Oak Property on Civic Center Drive
- Rockwood Flea Market

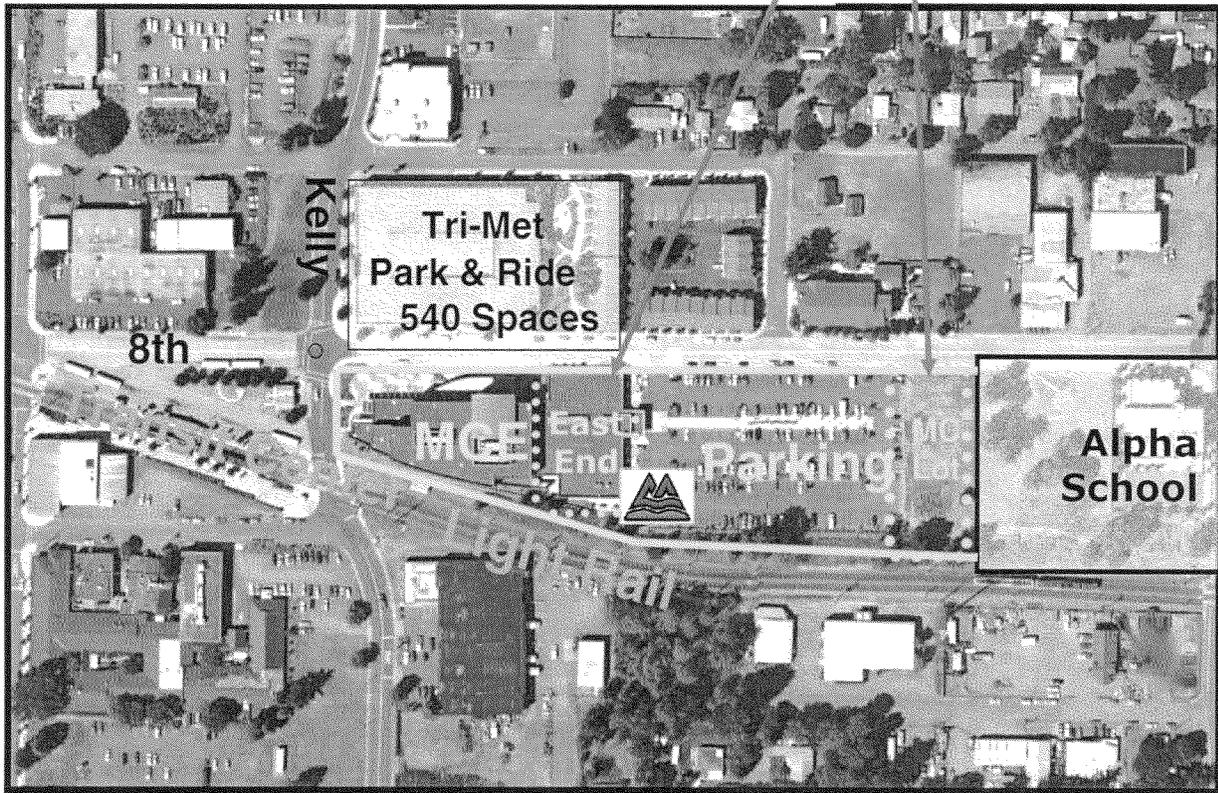


MCE:

TWO OPTIONS:

Owned Property -
600 NE 8th Street
Gresham, OR 97030

Vertically expand on East end of building
OR
Build on vacant property = 20,544 sq ft





Both Options Require:

- **Combining Social Service Functions with Public Safety Functions**
 - ✓ Creates an at risk element for social functions
 - ✓ Adds additional design, construction, & operating costs for security & separation
Rough conservative cost estimate = \$500,000

- **Additional Parking** *(Minimum 300 additional parking spaces needed)*
 - ✓ Parking Garage = \$2.5 million estimate

- **Expense for limited developable area =**
 - Vacant Property = Limited size requires:
 - ✓ Additional land acquisition = \$1 million estimated
(if available otherwise eminent domain required)

 - Vertical Expansion = 15,000 sq ft footprint requires:
 - ✓ Adds estimated \$3 million to construction costs for
Cost for vertical expansion – minimum 6 story building
Temporary placement of existing functions

- **Acquisition Estimated Price Tag = \$4 million - \$7 million**

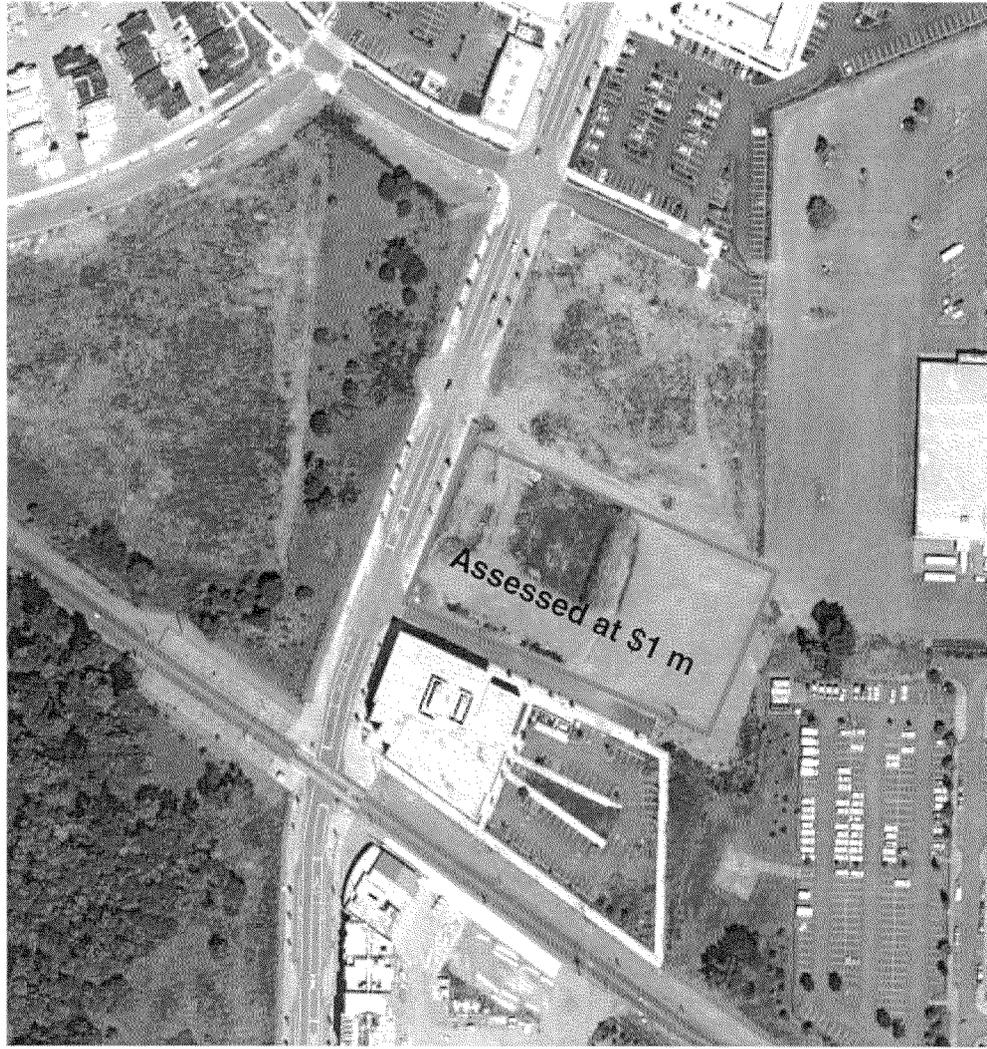
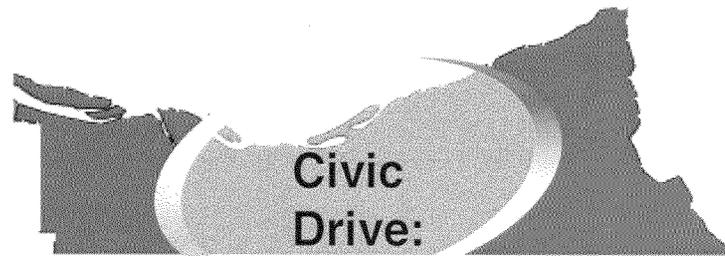


Metro Owned Property -
Civic Drive
Gresham, OR 97030

TWO VACANT PROPERTIES:

- Either site works for County Facility
- Additional costs for infrastructure (water, sewer, power) Estimate = \$500,000
- Metro not willing to sell to County:
 - Master Plan calls for mixed use retail on sites
 - Accepted one proposal from Gresham Station developer
 - Accepting alternate proposals through July 6, 2006
- Will require immediate political intervention to acquire
- **Acquisition Estimated Price Tag = \$3 - \$4 m**





Center Oak Property -
Civic Drive
Gresham, OR 97030

ONE VACANT LOT (2.05 acre):

- Accommodates a Courts only facility at 36,000 sq ft bldg w/150 parking spots
- 58,000 sq ft Bldg requires partnership with City of Gresham for shared parking garage Estimate = \$2.5 m
- Lot size does not allow future expansion capability for either building size
- Requires additional cost for infrastructure (Water, Sewer, Power) Estimate = \$500,000
- Owner is considering options with Metro's adjacent development
- **Acquisition Estimated Price Tag:\$4 m**



Rockwood Flea Market Property -
183rd & Stark
Gresham, OR 97030

**ONE DEVELOPED (3.66 acre)
PROPERTY:**

- Accommodates 58,000 sq ft bldg with parking
- Future partnership opportunity with Lutheran School for additional property and second entrance
- Infrastructure in place
- Requires buy out of Flea Market Lease Estimate = \$300,000
- Demolition of Building – Estimate = \$450,000
- **Acquisition Estimated price tag = \$4 m**



Facilities recommends:

Rockwood Flea Market

- Willing Seller
- Develops in blighted area
- Provides future expansion potential
- Good mass transit & freeway access
- Costs are in line with other sites considered



58,000 GSF building with \$4 million for site:

Revenue:

Projected proceeds from property sale = \$ 16,650,000
MCCF & Edgefield

Subtotal = \$ 16,650,000

Expenditures:

Current design construction estimate = \$ 12,246,700
(58,000 GSF bldg)

Land Acquisition = \$ 4,000,000

Fixture, Furniture, Equipment & Moving = \$ 300,000

Subtotal = \$16,546,700

Difference = \$ 103,300



Board comments, suggestions, direction?



- Revisions to Project Plan = July 10, 2006
- Reviews in compliance with FAC-1 = July 13, 2006
- Board approval of Project Plan = July 20, 2006
- Design Services bid = September 2006
- Construction Services Bid = January 2007
- Site Acquisition complete = March, 2007



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: B-2
 Est. Start Time: 10:15 AM
 Date Submitted: 06/28/06

BUDGET MODIFICATION: -

Agenda Title: **Briefing on Hansen Building Stakeholders Action Plan**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested: July 6, 2006 **Time Requested:** 20 Minutes
Department: Dept. of County Management **Division:** Facilities and Property Management
Contact(s): Pam Krecklow
Phone: 503-988-4382 **Ext.** 84382 **I/O Address:** 274
Presenter(s): Doug Butler, Pam Krecklow

General Information

1. What action are you requesting from the Board?

None - This is a briefing for the Board to review and comment on the Hansen Building Stakeholders Action Plan

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action effects and how it impacts the results.

The water intrusion issues at the Hansen Building have put the building occupancy in question. On April 4, 2006 an interim move solution was submitted in compliance with a January 31, 2006 Health report stating the occupants should be moved within 6 months. At that time, the Board requested a less costly alternative and the Sheriff's office requested on-going use of the Hansen Building to be considered. A Hansen Building Stakeholders committee was convened and they concluded that a thorough testing of the building be conducted by a third party to determine occupancy potential.

Facilities and Property Management contracted with PBS to perform testing. The PBS results are conclusive and the building can temporarily remain occupied as long as an aggressive and highly

responsive action plan is put in place. The action plan covers the mitigation factors in place within the building, additional mitigation to be completed as well as on-going monitoring and convening of a building oversight team to oversee the monitoring and mitigation measures. The Action Plan is just a temporary solution, it also addressed a long term solution and requests the Board considers the East County Justice Facility as the potential long term solution for the Hansen Building residents.

3. Explain the fiscal impact (current year and ongoing).

There are no costs involved with this briefing. The action plan does included a price tag of \$6,500 one time expense to be covered by Facilities and a yearly operating increase of approximately 35,200 to cover additional janitorial costs and on-going monitoring costs which would be absorbed within existing 2007 budgets and shared by the impacted divisions.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

The Hansen Building issue has been discussed at numerous Board meetings which have been open to the public, the last one was the temporary relocation briefing on April 4, 2006.

Required Signatures

**Department/
Agency Director:**

David G Boyer

Date: 06/28/06

Budget Analyst:

Date:

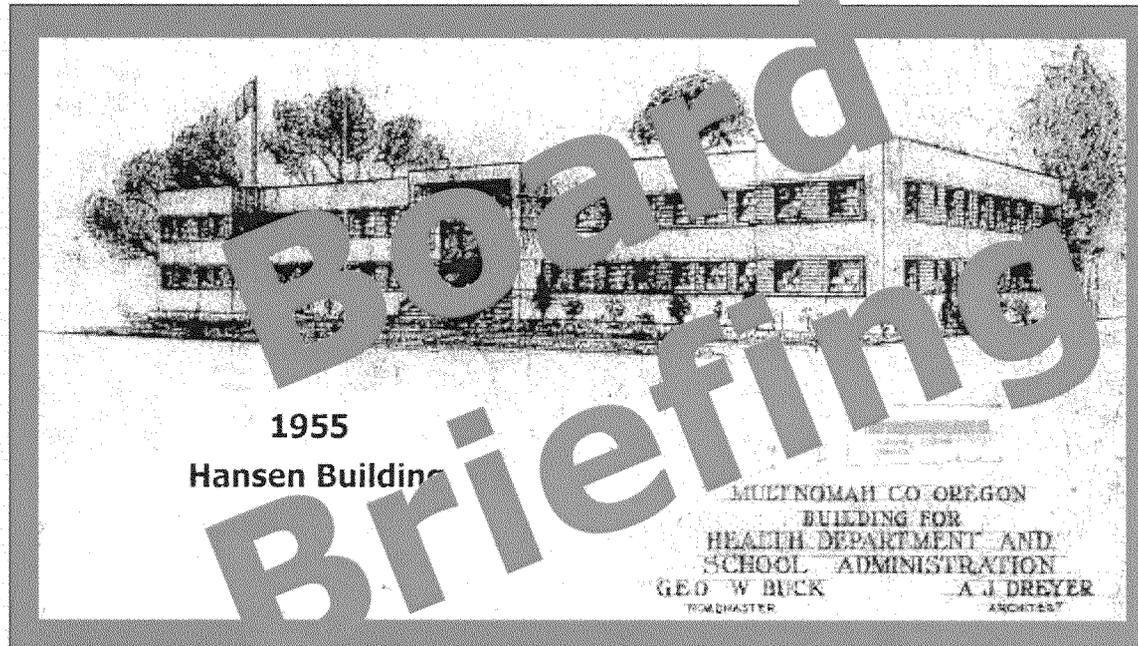
Department HR:

Date:

Countywide HR:

Date:

Hansen Action Plan



July 2006
Multnomah County
Facilities & Property Management

Background:

- Water intrusion issues have brought Hansen Building occupancy into question
- Received Board & Sheriff direction to find cost effective short term solution & further examine Hansen potential
- Facilities convened a Hansen Building Stakeholders Committee:
 - Sheriff's Office
 - Health Department
 - Local 88 AFSCME AFL-CIO
 - Deputy Sheriff's Association
 - Facilities & Property Management
- Requested third party independent review
- Contracted with PBS to provide a recommendation

Conclusions:

Three reports have been generated:

Health Report – Find an alternative location

OSHA Report – Move or eliminate moisture issues

PBS Report – Continued use can be considered if mitigation factors put in place

Mitigation to Date

Measures:

- An Elastomeric coating has been applied to the exterior of affected rooms to stop water infiltration
- Patching performed on Auditorium Roof
- Water deflection features have been installed in the Auditorium and Room 230
- Discolored and damaged building materials have been removed and walls repaired in individual offices
- Affected rooms have been sterilized and cleaned
- Severely affected employees have been transferred to different work groups in other buildings
- Air Quality Testing completed 1/31/06 – Negative results received 2/10/06
- Four Educational Meetings held on 2/28/06 & 3/8/06

Action Plan:

Five Steps:

- Next level of mitigation elements
Air filters, HEPA vacuums, increased Janitorial service
- On-Going Monitoring = Weekly building walk thrus
- Building Oversight Team = Convene every other month to manage physical, perceived or emotional issues
- Emergency Response = On-going compliance with County emergency plans
- Long Term Solution = Provide a permanent solution within 3 years

Costs:

- Although a cost effective option, no costs have been budgeted
- Expect meeting expense and staff time to be covered by individual departments
- Facilities has and will absorb planned mitigation factors
- Facilities & Sheriff's Department expected to share upgrade in janitorial costs
- Future mitigation and emergency situations are not covered or budgeted at this time

Next Step

Sense of Urgency for Long Term Permanent Solution:

- **Solution in 3 years**
(Given report conclusions and inability to fully repair building)
- **Stakeholders recommend inclusion into East County Justice Facility**
- **Funding available for one solution not two**



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/06/06
 Agenda Item #: E-1
 Est. Start Time: 10:30 AM
 Date Submitted: 06/29/06

BUDGET MODIFICATION: -

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(h)

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

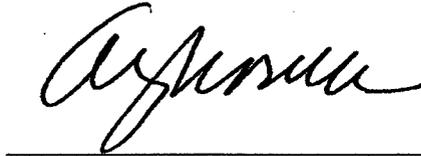
Date Requested:	<u>July 7, 2006</u>	Time Requested:	<u>15 -30 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney's Office</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.	<u>83138</u>
Presenter(s):	<u>Agnes Sowle and Invited Others</u>		
I/O Address:	<u>503/500</u>		

General Information

1. **What action are you requesting from the Board?**
 No Final Decision will be made in the Executive Session.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. **Explain the fiscal impact (current year and ongoing).**
4. **Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(h).
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signatures

**Department/
Agency Director:**



Date: 06/29/06

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____