

ANNOTATED MINUTES

Tuesday, April 29, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

LAND USE PLANNING MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

P-1 CU 8-96/SEC 14-96 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE, Regarding an Appeal of the Hearings Officer Decision Denying a Conditional Use Permit and a Significant Environmental Concern Permit for a Single Family Dwelling on Tax Lot 23, Section 10, T2N, R2W which is in the Commercial Forest District

CHAIR STEIN EXPLAINED QUASI-JUDICIAL PROCESS. AT CHAIR STEIN'S REQUEST FOR DISCLOSURE, NO EX PARTE CONTACTS WERE REPORTED. AT CHAIR STEIN'S REQUEST FOR CHALLENGES AND/OR OBJECTIONS, NONE WERE OFFERED. PLANNER LISA ESTRIN PRESENTED CASE HISTORY AND RESPONDED TO BOARD QUESTIONS. HEARINGS OFFICER DENIECE WON PRESENTED CONDITIONS, FINDINGS OF FACT AND CRITERIA USED IN DETERMINATION TO DENY APPLICATION. APPLICANT'S ATTORNEY BILL COX TESTIFIED IN SUPPORT OF REVERSAL OF HEARINGS OFFICER DECISION, WITH A FINDING THAT HIS CLIENTS MEET THE STATE STANDARD REGARDING TEMPLATE TEST, WHICH SHOULD APPLY HERE AND A FINDING THAT APPLICANTS' MET WITH TUALATIN FIRE AND WILL COMPLY WITH FIRE BREAK STATUTES. APPELLANT ARNOLD ROCHLIN TESTIFIED IN SUPPORT OF HEARINGS OFFICER DECISION AND CITED VARIOUS OREGON ADMINISTRATIVE RULES CLARIFYING TEMPLATE TESTS IN RESPONSE TO THE TESTIMONY OF MR. COX.

JEFF BUCK TESTIMONY IN SUPPORT OF HEARINGS OFFICER DECISION, ADVISING HE FEELS THE PROPERTY FAILS THE THREE HOUSE TEMPLATE TEST BECAUSE OF THE LACK OF DWELLINGS AND STRUCTURES ON ELEVEN TAX LOTS IN THE SURROUNDING THE AREA BASED ON COUNTY TAX ASSESSORS RECORDS. MR. COX REBUTTAL TO TESTIMONY, ADVISING HE WILL ACCEPT STAFF AND HEARINGS OFFICER DECISION REGARDING DWELLINGS, BUT THAT HE DISAGREES WITH MR. ROCHLIN'S INTERPRETATION OF THE LINDQUIST AND DILWORTH LAND USE BOARD OF APPEALS CASES, THAT STATE LAW SHOULD APPLY HERE, THAT MULTNOMAH COUNTY IS BEING MORE RESTRICTIVE THAN OTHER COUNTIES AND THAT COUNTY POSITION IS WRONG AND IT SHOULD REVERSE ITS POSITION. IN RESPONSE TO CHAIR STEIN'S REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING, MR. ROCHLIN REQUESTED REBUTTAL TO MR. COX ASSERTION THAT ORS 215.720(3) CONFLICTS WITH LOCAL REGULATIONS. MR. COX ADVISED HE HAS NOT SEEN MR. ROCHLIN'S WRITTEN TESTIMONY. IN RESPONSE TO COUNTY ATTORNEY SANDRA DUFFY SUGGESTING A SEVEN DAY EXTENSION IN ORDER FOR MR. COX TO READ AND RESPOND TO MR. ROCHLIN'S TESTIMONY, MR. COX ADVISED HE WOULD NOT WAIVE AN EXTENSION OF THE 120 DAY CLOCK. FOLLOWING DISCUSSION, MS. DUFFY EXPLANATION OF CLARIFICATION AMENDMENTS TO VARIOUS FINDINGS OF THE ORIGINAL HEARINGS OFFICER DECISION, INCLUDING: PAGE 8, THREE DWELLINGS THAT MEET STATE TEMPLATE TEST; PAGE 10, TREES PLANTED, FORESTRY STALKING, CAN BE MET AT TIME OF BUILDING PERMIT; PAGE 14, NON-SUBSTANTIVE TYPOGRAPHICAL ERRORS, STATE TEMPLATE CLARIFIES RECTANGULAR TEMPLATE IS MET; AND PAGE 36, CONCLUSIONS, THREE DECLARATORY STATEMENTS, THREE PAGE CONCLUSION WITH NARRATIVE, NON-SUBSTANTIVE CORRECTIONS.

IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. COX ADVISED HE HAD SCANNED MR. ROCHLIN'S WRITTEN TESTIMONY AND WITHDRAWS HIS REQUEST FOR DELAY. IN RESPONSE TO CHAIR STEIN'S REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING, NONE WERE OFFERED. HEARING CLOSED. CHAIR STEIN ADVISED ALL PARTIES WILL RECEIVE A COPY OF THE BOARD'S WRITTEN DECISION, WHICH MAY BE APPEALED TO LUBA. FOLLOWING BOARD DISCUSSION WITH MS. DUFFY, COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER HANSEN, TO UPHOLD THE HEARINGS OFFICER DECISION, WITH THE ADDITION OF THE PROPOSED HEARINGS OFFICER AMENDMENTS TO PAGES 8, 10, 14 AND 36. HEARINGS OFFICER DECISION UNANIMOUSLY APPROVED, AS AMENDED. IN RESPONSE TO A QUESTIO OF COMMISSIONER HANSEN, MS. DUFFY PROVIDED THE DEFINITION OF "DWELLING" FROM COUNTY CODE. MS. DUFFY AND MS. ESTRIN RESPONSE TO QUESTIONS OF COMMISSIONERS HANSEN AND KELLEY REGARDING DEFINITION OF "HABITABLE".

There being no further business, the land use meeting was adjourned at 10:38 a.m.

Tuesday, April 29, 1997 - 10:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

Chair Beverly Stein convened the meeting at 10:40 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Dan Saltzman present, and Commissioner Tanya Collier excused.

B-1 Session Update on the 1997 Oregon Legislature. Presented by Sharon Timko and Gina Mattioda.

**SHARON TIMKO, DAVE WARREN, BOB ELLIS,
SANDRA DUFFY, RHYS SCHOLES, GINA
MATTIODA AND SUSAN LEE PRESENTATION AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION ON ISSUES INCLUDING: MEASURES
47 AND 50, PORTLAND PUBLIC SCHOOLS,
FUNDING FORMULA, TSCC SENATE BILL 686,
HOUSE BILL 3163, 1145 CONTINGENCY.**

Commissioner Saltzman was excused at 11:46 a.m.

There being no further business, the meeting was adjourned at 11:50 a.m.

Thursday, May 1, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen excused.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER SALTZMAN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-4)
WAS UNANIMOUSLY APPROVED.**

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Amendment 1 to Intergovernmental Agreement 103257 with the Housing Authority of Portland, Reflecting the Actual Cost for the Development of Low Income Rental Housing, Headstart Classrooms, and a Community Facility Meeting Space
- C-2 Renewal of Intergovernmental Revenue Agreement 103807 with the State of Oregon, Housing and Community Services Department, Funding Community Action Program Services for the Period July 1, 1997 through June 30, 1999

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-3 ORDER Authorizing Execution of Deed D971481 Upon Complete Performance of a Contract to Judy Abbott

ORDER 97-79.

C-4 CU 13-96 Report the Hearings Officer Decision Regarding Approval of a Conditional Use to Allow Conversion of a Residential to Retail Nursery Use and Office Use Consistent with Uses Allowed in the Rural Center Zone, and Construction of a Greenhouse and Shade House on Property Located at 30039 and 30105 SE ORIENT DRIVE, GRESHAM

REGULAR AGENDA
PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-2 RESOLUTION in Support of the Housing Authority of Portland's Application to the Federal Department of Housing and Urban Development for the "Moving to Work" Demonstration Project

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. REY ESPAÑA EXPLANATION AND INTRODUCTION OF DENNY WEST. RESOLUTION 97-80 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-3 Intergovernmental Agreement 500317 with the State of Oregon, Approving and Authorizing Execution of a Facilities Lease and a Facilities Sublease Relating to State Funding of the Multnomah County SB 1145 Project (Continued from April 17, 1997)

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED

BY COMMISSIONER SALTZMAN, R-3 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 RESOLUTION in the Matter of the Acquisition of Certain Properties for the Repair of SW Scholls Ferry Road (Continued from March 20, 1997)

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-4 WAS UNANIMOUSLY POSTPONED INDEFINITELY.

R-5 ORDER Granting a Public Walkway Easement on County Land in Section 3, T1S, R2E, W.M., Multnomah County, Oregon (Midland Library property)

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-5. BOB OBERST EXPLANATION. ORDER 97-81 UNANIMOUSLY APPROVED.

R-6 PUBLIC HEARING and ORDER Approving Transfer of One Tax Foreclosed Property to the City of Fairview, for Public Purposes

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. CHAIR STEIN EXPLANATION. NO ONE WISHED TO TESTIFY. ORDER 97-82 UNANIMOUSLY APPROVED.

R-7 PUBLIC HEARING and ORDER Approving Transfer of Twenty-three Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services, for Public Purposes

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. LES WILKINS OF THE CITY OF GRESHAM, EXPLANATION, RESPONSE TO BOARD QUESTIONS AND TESTIMONY IN SUPPORT. ORDER 97-83 UNANIMOUSLY APPROVED.

R-8 PUBLIC HEARING and ORDER Approving Transfer of One Tax Foreclosed Property to the City of Portland, Bureau of Environmental Services, for Public Purposes

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. MARY ABRAMS OF THE PORTLAND WATER BUREAU, EXPLANATION AND TESTIMONY IN SUPPORT. ORDER 97-84 UNANIMOUSLY APPROVED.

R-9 PUBLIC HEARING and ORDER Approving Transfer of Twenty-one Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. HEIDI WARE OF PORTLAND TRANSPORTATION EXPLANATION AND TESTIMONY IN SUPPORT. ORDER 97-85 UNANIMOUSLY APPROVED.

MULTNOMAH COUNTY BUDGET COMMITTEE

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

R-10 PUBLIC HEARING and RESOLUTION Accepting the Supplemental 1996-97 Budget (Authorizing Various Inter-fund Transactions, Creating a Separate Library Bond Fund for the 1996 Library Bonds, and Increasing Appropriations to Pass Revenues through to Metro as Required by Contracts) and Preparing the Approved Supplemental Budget for Submitting to the Tax Supervising and Conservation Commission

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-10. DAVE WARREN EXPLANATION. COMMISSIONER SALTZMAN, MR. WARREN AND COMMISSIONER COLLIER DISCUSSION REGARDING PASS THROUGH REVENUES TO METRO AND NEED TO REVISIT ORDINANCE ABOUT ALLOCATED OVERAGES FOR USE ON

**FACILITIES CAPITAL PROJECTS.
COMMISSIONER SALTZMAN SUGGESTED SHORT-
TERM BRIDGE FUNDING TO OMSI OF \$100,000 A
YEAR FOR FIVE YEARS. IN RESPONSE TO BOARD
QUESTIONS, DAVE BOYER EXPLANATION IN
RESPONSE TO QUESTION OF COMMISSIONER
KELLEY REGARDING STATUTE REQUIRING RV
FEES HAVING TO GO TO COUNTY BEFORE PASS
THROUGH TO PARKS ORDER 97-86
UNANIMOUSLY APPROVED.**

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

**COMMISSIONER COLLIER ASKED IF
CERTIFICATES OF PARTICIPATIONS COULD BE
ISSUED WITHOUT COMING BACK TO THE BOARD.
IN RESPONSE TO DAVE BOYER RESPONDING NO,
COMMISSIONER COLLIER ADVISED SHE WANTS
TO GO ON RECORD AS NOT SUPPORTING THE
NEW \$3,000,000 TRANSPORTATION BUILDING AND
WANTS TO CEASE SPENDING ON IT. CHAIR
STEIN ADVISED IT IS GAS TAX MONEY AND MR.
BOYER ADVISED ABOUT \$53,000 HAS BEEN SPENT
AS OF MARCH 1, ALTHOUGH MORE MIGHT BE
ENCUMBERED. COMMISSIONER COLLIER
ADVISED THE PUBLIC DOES NOT CARE WHICH
TAX IT IS, OR WHICH POT OF MONEY IT COMES
OUT OF, THAT THE GAS TAX RIGHT NOW HAS A
LOT OF PRESSURE ON IT FOR BRIDGE
MAINTENANCE NEEDS AND FOR ROAD NEEDS IN
EAST MULTNOMAH COUNTY, SO SPENDING THE
MONEY ON A BUILDING INSTEAD OF SPENDING
IT ON WHAT THE GAS TAX OUGHT TO GO FOR IS
SOMETHING SHE WANTS TO HAVE A POLICY
DISCUSSION ON IN LIGHT OF BALLOT MEASURE
47/50. CHAIR STEIN TO DIRECT DEPARTMENT OF
ENVIRONMENTAL SERVICES TO PREPARE A ONE
PAGE DESCRIPTION OF THE BUILDING AND
WHAT IT IS INTENDED TO DO, PLUS PROVIDE
DATA ON EXPENDITURES TO DATE, FOR BOARD
BRIEFING AND DISCUSSION.**

CHAIR STEIN NOTED THE PASSING OF KELLY BACON YESTERDAY AND EXTENDED CONDOLENCES TO HIS FAMILY, FRIENDS AND CO-WORKERS AT THE DISTRICT ATTORNEYS OFFICE, AND ACKNOWLEDGED HIS LONG YEARS OF SERVICE TO THE COUNTY.

There being no further business, the meeting was adjourned at 10:00 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

BOARD OF COUNTY COMMISSIONERS

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA

FOR THE WEEK OF

APRIL 28, 1997 - MAY 2, 1997

- Tuesday, April 29, 1997 - 9:30 AM - Land Use Planning Page 2
- Tuesday, April 29, 1997 - 10:30 AM - Board BriefingPage 2
- Thursday, May 1, 1997 - 9:30 AM - Regular Meeting Page 2

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

- Thursday, 9:30 AM, (LIVE) Channel 30
- Friday, 10:00 PM, Channel 30
- Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, April 29, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

LAND USE PLANNING MEETING

- P-1 CU 8-96/SEC 14-96 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE, Regarding an Appeal of the Hearings Officer Decision Denying a Conditional Use Permit and a Significant Environmental Concern Permit for a Single Family Dwelling on Tax Lot 23, Section 10, T2N, R2W which is in the Commercial Forest District
-

Tuesday, April 29, 1997 - 10:30 AM
(OR IMMEDIATELY FOLLOWING LAND USE MEETING)
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 Session. Update on the 1997 Oregon Legislature. Presented by Sharon Timko and Gina Mattioda.
-

Thursday, May 1, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Amendment 1 to Intergovernmental Agreement 103257 with the Housing Authority of Portland, Reflecting the Actual Cost for the Development of Low Income Rental Housing, Headstart Classrooms, and a Community Facility Meeting Space
- C-2 Renewal of Intergovernmental Revenue Agreement 103807 with the State of Oregon, Housing and Community Services Department, Funding Community Action Program Services for the Period July 1, 1997 through June 30, 1999

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 ORDER Authorizing Execution of Deed D971481 Upon Complete Performance of a Contract to Judy Abbott
- C-4 CU 13-96 Report the Hearings Officer Decision Regarding Approval of a Conditional Use to Allow Conversion of a Residential to Retail Nursery Use and Office Use Consistent with Uses Allowed in the Rural Center Zone, and Construction of a Greenhouse and Shade House on Property Located at 30039 and 30105 SE ORIENT DRIVE, GRESHAM

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

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DEPARTMENT OF SUPPORT SERVICES

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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-4 RESOLUTION in the Matter of the Acquisition of Certain Properties for the Repair of SW Scholls Ferry Road (Continued from March 20, 1997)
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- R-7 PUBLIC HEARING and ORDER Approving Transfer of Twenty-three Tax Foreclosed Properties to the City of Gresham, Department of Environmental Services, for Public Purposes

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- R-9 PUBLIC HEARING and ORDER Approving Transfer of Twenty-one Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes

MULTNOMAH COUNTY BUDGET COMMITTEE

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

- R-10 PUBLIC HEARING and RESOLUTION Accepting the Supplemental 1996-97 Budget (Authorizing Various Inter-fund Transactions, Creating a Separate Library Bond Fund for the 1996 Library Bonds, and Increasing Appropriations to Pass Revenues through to Metro as Required by Contracts) and Preparing the Approved Supplemental Budget for Submitting to the Tax Supervising and Conservation Commission

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

GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

MEMORANDUM

TO: CHAIR, BEVERLY STEIN
COMMISSIONER SHARRON KELLEY
COMMISSIONER DAN SALTZMAN
COMMISSIONER TANYA COLLIER
CLERK OF THE BOARD, DEB BOGSTAD ✓

FROM: JUANA ARREDONDO

SUBJECT: ABSENCE FROM TUESDAY MAY 1ST BOARD MEETING

DATE: APRIL 29, 1997

CC: COMMISSIONER HANSEN'S OFFICE

Commissioner Hansen will not be able to attend Thursday May 1st Board Meeting because he will be in Salem attending a Hearing on a House Bill.

BOARD OF
COUNTY COMMISSIONERS
97 APR 29 PM 1:18
MULTNOMAH COUNTY
OREGON

MEETING DATE: MAY 01 1997
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment for the Intergovernmental Contract between the Department of Community and Family Services and Housing Authority of Portland, to reflect the actual cost for the development of low income rental housing, Headstart classrooms, and a community facility meeting space.

BOARD BRIEFING

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

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: consent 10 minutes

DEPARTMENT: Community and Family Services
CONTACT: Iris Bell/Cecile Pitts

DIVISION: _____
TELEPHONE: 248-3999
BLDG/ROOM: B166/5th

PERSON(S) MAKING PRESENTATION: Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Amendment for the Intergovernmental Agreement Between Department of Community and Family Services and Housing Authority of Portland.

5/8/97 originals to Lynn Ewins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lorenzo Pae mws

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 23 PM 4:49



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: April 16, 1997

SUBJECT: Contract amendment for Housing Authority of Portland

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

II. Background/Analysis: This amended contract with the Housing Authority of Portland reflects the actual cost to convey and develop property for low rental housing, Headstart classrooms, and community facility meeting space. When the original contract was written the costs and revenues were projected.

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

IV. Legal Issues: none

V. Controversial Issues: none

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

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

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

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract #103257

Amendment # 1

Prior-Approved Contract Boilerplate: Attached; Not Attached

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center; border: 1px solid black; padding: 5px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>5/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services Division: _____ Date: April 16, 1997
 Administrative Contact: Lynn Ervins Phone: 248-3691 ext 6644 Bldg/Room 166/7th
 Description of Contract: _____

Amendment to reflect the actual cost for the development of low income rental housing, Headstart classrooms, and a community facility meeting space.

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF N/A

Contractor Name : Housing Authority of Portland Mailing Address: 135 SW Ash Portland, OR 97204 Phone: (503) 273-4515 Employer ID# or SS#: 93-6001547 Effective Date: April 15, 1997 Termination Date: December 1, 1998 Original Contract Amount: \$ 350,455 Total Amt of Previous Amendments: \$ Amount of Amendment: \$ 0 Total Amount of Agreement: \$350,455	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>350,455</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>350,455</u>		Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>350,455</u>																	
Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																	

REQUIRED SIGNATURES:
 Department Manager: *Lorenzo Poems* Date: 4/16/97
 Purchasing Director: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: *Patricia Gutz* Date: 4/21/97
 County Chair/Sheriff: *Wally Reid* Date: 5/1/97
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE 00023				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached <i>no fiscal report</i>		

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #, 103257 AMENDMENT #1

DURATION OF AMENDMENT: April 15, 1997 TO: December 1, 1998
CONTRACTOR NAME: Housing Authority of Portland TELEPHONE: 273-4515
CONTRACTOR ADDRESS: 135 SW Ash IRS NUMBER: 93-6001547
Portland, OR 97204

This amendment is to that certain contract dated December 15, 1996, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Housing Authority of Portland, referred to as the "CONTRACTOR" It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES This amendment changes the language in the **Compensation section** of the contract to read:
The County will transfer the **PROPERTY** valued at \$150,455.70 to the **CONTRACTOR** for no consideration. The County shall pay the **CONTRACTOR** up to \$15,855 (Fifteen thousand and eight hundred and fifty five & no/100 Dollars) to pay in part the **CDBG** eligible construction costs of the rental housing project; the County shall pay the **CONTRACTOR** up to an additional \$184,145 (One hundred and eighty four thousand and one hundred and forty five & no/100 Dollars) to pay in part the eligible **CDBG** construction costs of the Headstart facility.

PART II: AMENDMENT NARRATIVE In the original contract the costs and the revenues were projected. This amendment changes the maximum dollar amounts which will be reimbursed to the **CONTRACTOR** for the costs of eligible construction costs for the low income rental housing, Headstart classrooms, and community facility meeting space.

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

MULTNOMAH COUNTY

CONTRACTOR

BY Lolengo Pae me 4/16/97
Director, Dept of Community & Date
Family Services

BY _____
Housing Authority of Portland Date

BY Beverly Stein 5/1/97
Beverly Stein Date
Multnomah County Chair

REVIEWED:
Sandra Duffy, Acting County Counsel for
Multnomah County, Oregon

By Katie Gaetjens 4/21/97
Katie Gaetjens, Asst. County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 5/1/97
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

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

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

Contractor Address :
135 SW ASH ST
PORTLAND OR 97204

Telephone : 228-2178

Fiscal Year : 96/97

Federal ID # : 93-6001547

Program Office Name : OCAD CD Public Works

Service Element Name : CD Public Works (H44X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	12/15/96	6/30/97	Per Invoice	Fee for Service	Req't's			Req't's
1	7/1/97	6/30/98	Per Invoice	Fee for Service	Req't's			Req't's
1	7/1/98	12/1/98	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

MEETING DATE: MAY 01 1997

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Biennial Revenue Agreement from Oregon Housing and Community Services Department to fund the Department of Community and Family Services, Community Action Program

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Community Action & Development

CONTACT: Lorenzo Poe/ Iris Bell

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Renewal of Biennial Revenue Agreement from Oregon Housing and Community Services Department

5/8/97 originals to Barbara Timpee

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: *Lorenzo Poe*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 23 PM 4:52

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: April 16, 1997

SUBJECT: Revenue Contract For FY 1997-99

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached revenue agreement for the period July 1, 1997 through June 30, 1999.

II. Background/Analysis: The Department of Community and Family Services has received its biennial renewal for a revenue contract from the Oregon Housing and Community Services Department, for Community Action Program services funded by the OHCS. These funds pay for a variety of anti-poverty services provided through community based organizations and for staff support.

III. Financial Impact: The contract provides revenues already budgeted in the County budget. These funds are used to support existing programs and staff.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This revenue agreement funds emergency services, housing stabilization, weatherization, and Low Income Energy Assistance services that were adopted by the Board of County Commissioners. These funds are tied to anti-poverty policies developed by the Community Action Commission.

VII. Citizen Participation: These funds are overseen by the Community Action Commission.

VIII. Other Government Participation: Funds come from the federal government and State of Oregon for administration by Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract # **103807**

Prior-Approved Contract Boilerplate: Attached; Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>5/1/97</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>

Department: Community & Family Services

Division: _____

Date: April 8, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

Revenue Agreement with Oregon Housing & Community Services

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is JMBE WBE QRF JN/A None
 Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: State of Oregon, Housing and Community Services Department</p> <p>Mailing Address: 1600 State Street Salem, Oregon 97310</p> <p>Phone: (503) 378-4729</p> <p>Employer ID# or SS#: n/a</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: June 30, 1999</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 8,246,139</p>	<p>Remittance Address (if different) _____</p> <p style="text-align: center;">Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: *Lolenz Poe* Date: 4/16/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *Katie Gatz* Date: 4/21/97

County Chair/Sheriff: *Wally* Date: 5/1/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE R3				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
									See Attached		

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

Oregon Housing and Community Services Department - Contract # 103807

Contract Approval Form - Supplement

Line	Fund	Agency	Org Code	Revenue Code	LGFS Description	Amount FY98	Amount FY99	Total
1	156	010	1260	2072	Low Income Energy Assistance Program - (LIEAP Admin. Funds)	131,032	131,032	262,064
2	156	010	1260	2072	Low Income Energy Assistance Program - (LIEAP Program Funds)	1,514,754	1,514,754	3,029,508
3	156	010	1280	2073	Low Income Energy Assistance Weatherization Program - (LIEAP-WX Admin. Funds)	24,240	24,240	48,480
4	156	010	1280	2073	Low Income Energy Assistance Weatherization Program - (LIEAP-WX Program Funds)	290,881	290,881	581,762
5	156	010	1280	2090	Department of Energy Weatherization Program (DOE-WX Admin. Funds)	23,588	23,588	47,176
6	156	010	1280	2090	Department of Energy Weatherization Program (DOE-WX Program Funds)	212,290	212,290	424,580
7	156	010	1280	2090	Department of Energy Training & Technical Assistance (DOE-T&TA)	1,500	1,500	3,000
8	156	010	1280	2156	Bonneville Power Administration - Training & Technical Assistance (BPA-T&TA)	1,500		1,500
9	156	010	1230/ 1260	2071	Community Services Block Grant (CSBG Admin. Funds)	49,933	149,799	199,732
10	156	010	1230/ 1260	2071	Community Services Block Grant (CSBG Program Funds)	282,952	848,856	1,131,808
11	156	010	1260	2394	State Homeless Assistance Program (SHAP Admin. Funds)		92,456	92,456
12	156	010	1260	2394	State Homeless Assistance Program (SHAP Program Funds)		832,107	832,107
13	156	010	1260	2335	Emergency Housing Account Program (EHA Admin. Funds)		62,610	62,610
14	156	010	1260	2335	Emergency Housing Account Program (EHA Program Funds)		1,189,583	1,189,583
15	156	010	1260	2393	Low-Income Rental Housing Fund (LIRHF Admin. Funds)	1,362	1,362	2,724
16	156	010	1260	2393	Low-Income Rental Housing Fund (LIRHF Program Funds)	45,400	45,400	90,800
17	156	010	1260	2116	Supplemental Assistance for Facilities to Assist the Homeless (SAFAH)	246,249		246,249
						3,158,566	4,754,688	8,246,139

AGREEMENT FOR THE DELEGATION OF FUNDS

Part 1. Signators

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

**MULTNOMAH COUNTY
DIVISION OF COMMUNITY ACTION AND DEVELOPMENT
421 SW SIXTH AVE., SUITE 500
PORTLAND, OREGON 97204-1620**

hereinafter referred to as "SUBGRANTEE".

1. Term of Agreement

This Agreement covers the period July 1, 1997 through June 30, 1999; however, this Agreement is not effective until signed by OHCS.

2. Contract Documents

This Agreement consists of the following documents:

Part 1. Signators and Schedule of Programs with Budget Resources

Part 2. General Provisions

Part 3. Exhibits A, B, C

3. Statement of Work

SUBGRANTEE shall perform in a satisfactory manner a single Work Plan (OMNIPLAN), composite of OHCS programs for which funds are provided under this Agreement. The SUBGRANTEE shall perform all activities in accordance with the approved OMNIPLAN, Budgets and other terms and conditions of this Agreement.

4. Approved Programs and Allocations

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

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

PROGRAM	COST CENTER	PROGRAM PERIOD	ADMIN\$	PROGRAM\$
(LIEAP ADMIN FUNDS) Low Income Energy Assistance Program				
FFY 97	99 12057 12049701	070197-093097		(Pln)
FFY 98	99 12057 12049801	100197-093098	131,032	(Pln)
FFY 99	99 12057 12049901	100198-063099	131,032	(Pln)
(LIEAP PROGRAM FUNDS) Low Income Energy Assistance Program				
FFY 97	99 12057 12049701	070197-093097		(Pln)
FFY 98	99 12057 12049801	100197-093098		1,514,754 (Pln)
FFY 99	99 12057 12049901	100198-063099		1,514,754 (Pln)
(LIEAP-WX) Low Income Energy Assistance Weatherization Program				
FFY 97	99 12057 12049702	070197-123197		(Pln)
FFY 98	99 12057 12049802	010198-123198	24,240	290,881 (Pln)
FFY 99	99 12057 12049902	010199-063099	24,240	290,881 (Pln)
(LIEAP-WX-NA) Low Income Energy Assistance Weatherization Program - Native American				
FFY 97	99 12057 12049702	070197-123197		(Pln)
FFY 98	99 12057 12049802	010198-123198		(Pln)
FFY 99	99 12057 12049902	010199-063099		(Pln)
(REACH) Residential Energy Assistance Challenge				
FFY 96 Roll	99 12057 12059600	070197-063099		(Pln)
FFY 96 Energy Ed Roll	99 12057 12059600	070197-063099		(Pln)
(DOE-WX) Department of Energy Weatherization Program				
FFY 98	99 12057 12039801	070197-033198	23,588	212,290 (Pln)
FFY 99	99 12057 12039901	040198-033199	23,588	212,290 (Pln)
FFY 2K	99 12057 12030001	040199-063099		(Pln)
(DOE-WX-NA) Department of Energy Weatherization Program - Native American				
FFY 98	99 12057 12039801	070197-033198		(Pln)
FFY 99	99 12057 12039901	040198-033199		(Pln)
FFY 2K	99 12057 12030001	040199-063099		(Pln)
(DOE-T&TA) Department of Energy Training & Technical Assistance				
FFY 98 Monitoring	99 12057 12039802	070197-033198		1,000 (Pln)
FFY 98 Training	99 12057 12039802	070197-033198		500 (Pln)
FFY 99 Monitoring	99 12057 12039902	040198-033199		1,000 (Pln)
FFY 99 Training	99 12057 12039902	040198-033199		500 (Pln)
FFY 2K	99 12057 12030002	040199-063099		(Pln)

PROGRAM	COST CENTER	PROGRAM PERIOD	ADMIN\$	PROGRAM\$	
(BPA-WX) Bonneville Power Administration Low-Income Weatherization					
FFY 97 Rollover	99 12057 12029697	070197-063098			(Pln)
(BPA-WX-NA) Bonneville Power Admin. Weatherization - Native American					
FFY 97 Rollover	99 12057 12029697	070197-063098			(Pln)
(BPA-T&TA) Bonneville Power Admin. Training & Technical Assistance					
FFY 98 Monitoring	99 12057 12029698	070197-063098		1,000	(Pln)
FFY 98 Training	99 12057 12029698	070197-063098		500	(Pln)
(PVE-SW) Petroleum Violation Escrow Funds Stripper Well					
FFY 97	99 12457	070197-063099			(Pln)
(PVE-SW-NA) Petroleum Violation Escrow Funds Stripper Well - Native American					
FFY 97	99 12457	070197-063099			(Pln)
(CSBG) Community Services Block Grant					
FFY 97	99 13057 13019700	070197-063098	49,933	282,952	(Pln)
FFY 98	99 13057 13019800	010198-063099	99,866	565,904	(Pln)
FFY 99	99 13057 13019900	010199-063099	49,933	282,952	(Pln)
(ESGP) Emergency Shelter Grant Program					
FFY 98	99 13057 13039800	070197-063098			(Pln)
FFY 99	99 13057 13039900	070198-063099			(Pln)
(SHAP) State Homeless Assistance Program					
FFY 99	99 14057	070197-063099	92,456	832,107	(Pln)
(EHA) Emergency Housing Account Program					
FFY 99	99 10657	070197-063099	62,610	1,189,583	(Pln)
(EHA-EA) Emergency Housing Account Program - Emergency Assistance					
FFY 99	99 10557	070197-063099			(Pln)
(EHA-EA-FM) Emergency Housing Account Program-Emergency Assistance-Federal Match					
FFY 99	99 10557	070197-063099			(Pln)
(C of C) Continuum of Care					
FFY 97	99 13057 13049797	070197-063098			(Pln)
FFY 98	99 13057 13049798	070198-063099			(Pln)
(HOME/TBA) Home Tenant Based Assistance					
FFY 98	99 10157 10079706	070197-063098			(Pln)
FFY 99	99 10157 10079706	070198-063099			(Pln)

MULTNOMAH COUNTY, DIVISION OF COMMUNITY
ACTION & DEVELOPMENT (MULT-DCAD)

Contract No. CS-97/99 90274 NOA 000
Date: April 1, 1997

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PROGRAM	COST CENTER	PROGRAM PERIOD	ADMIN\$	PROGRAM\$
(LIRHF) Low-Income Rental Housing Fund				
FFY 98	99 10857	070197-063098	1,362	45,400 (Pln)
FFY 99	99 10857	070198-063099	1,362	45,400 (Pln)
(CSFP) Commodity Supplemental Food Program				
FFY 97	99 11057 11029700	070197-093097		(Pln)
FFY 98	99 11057 11029800	100197-093098		(Pln)
FFY 99	99 11057 11029900	100198-063099		(Pln)
(TEFAP) The Emergency Food Assistance Program				
FFY 97	99 11057 11049700	070197-093097		(Pln)
FFY 98	99 11057 11049800	100197-093098		(Pln)
FFY 99	99 11057 11049900	100198-063099		(Pln)
(CFNP) Community Food & Nutrition Program				
FFY 97	99 11057 11019700	070197-093097		(Pln)
FFY 98	99 11057 11019800	100197-093098		(Pln)
FFY 99	99 11057 11019900	100198-063099		(Pln)
(AESP) Albina Emergency Services Program				
FFY 99	99 13457	070197-063099		(Pln)
(RHPG) Rural Housing Preservation Grant				
FFY 96	99 10057 10049600	070197-093097		(Pln)
FFY 97	99 10057 10049700	100197-093098		(Pln)
FFY 98	99 10057 10049800	100198-063099		(Pln)
(SAFAH) Supplemental Assistance for Facilities to Assist the Homeless				
FFY 98	99 10057 10059800	070197-063098		246,249
(TCFP) Tribal Commodity Food Program				
FFY 97	99 11057 11039700	070197-093097		(Pln)
FFY 98	99 11057 11039800	100197-093098		(Pln)
FFY 99	99 11057 11039900	100198-063099		(Pln)
(GFFG) General Fund Food Grant				
FFY 99	99 14457	070197-063099		(Pln)
Total Allocation \$				8,246,139

5. **Approval**

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

6. **SUBGRANTEE Data**

Name: Iris Bell, Manager, Community Action, Multnomah County
Department of Community and Family Services
Address: 421 SW 6th Ave., Suite 500
Portland, OR 97204
Telephone #: (503) 248-3999
Federal I.D. #: 93-6002309

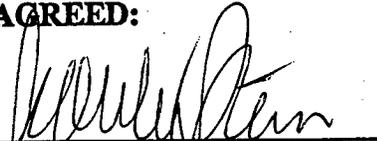
7. **MERGER**

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

8. **Signators**

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

AGREED:



Executive Director

May 1, 1997

Date

**Board of Directors
Chairperson**

Date

Reviewed:



for SANDRA DUFFY, Acting Counsel
for Multnomah County

APPROVED:

**Housing and Community Services Department
Community Services and Grant Programs Division
Gustavo Wilson, Administrator**

Date

Reviewed by Contract Manager

Date

Reviewed for Legal Sufficiency:

By: Wendy A. Robinson

Date: 1/8/97

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**

AGENDA # C-2 DATE 5/1/97
DEB BOGSTAD
BOARD CLERK

Part 2. GENERAL PROVISIONS

1. Extent of Agreement

This agreement contains all the terms and conditions agreed upon by the parties. Administrative Rules and policies of OHCSO and federal rules and regulations which guide the performance of this agreement are made a part of this document as though fully set forth. Services must be delivered efficiently, effectively and within various program State Plan timelines.

2. Budgets and Payments

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

including, but not limited to:

- 1) Submission of complete, accurate and timely program, audit or financial reports;
 - 2) Compliance with federal audit standards; and,
 - 3) Repayment of disallowed costs.
- e. Upon review of the quarterly reports filed by SUBGRANTEE pursuant to Section 4 of the OMNIPLAN, OHCS D may adjust upward or downward the amount of funds provided to SUBGRANTEE for any programs covered by this agreement to reflect the actual or anticipated expenditure of funds.
- f. Additional program-specific limitations or conditions on the use of funds are contained in Part 3, Exhibit C, of this agreement.
- g. Federal Regulations Regarding Cash Management

P.L. 101-453 Section 2

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

"The purpose of CMIA90 is to ensure greater efficiency, effectiveness and equity in the exchange of funds between the Federal Government and the States."

31 CFR Part 205.8(r)

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

"States are expected to administer subgrants along the same principles as grants from the Federal Government to the States and to time the transfer of funds to subrecipients to the maximum extent practicable with the subrecipients actual immediate funds requirements in carrying out the program or project."

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

Subgrantee Cash Receipts process needs to be organized so as to assist the State to comply with CMIA90 and to ensure that the State of Oregon does not owe/need to pay interest to the Federal Government.

3. Records

- a. SUBGRANTEE and its subrecipients shall prepare and maintain such records as

necessary for performance of the approved work plan and for compliance with the terms of this agreement.

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

- b. All books, documents, papers, or other records, including but not limited to client records, income documentation, financial records, invoices and statistical records and supporting documents pertinent to this agreement shall be retained by SUBGRANTEE and its subrecipients for three years after final payment is made under this agreement or three years from the date of completion of any audit pursuant to Section 7 hereof, whichever is later.

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

4. Reports

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

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

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

5. Fiscal Management

- a. SUBGRANTEE and its subrecipients shall prepare and maintain accurate financial records documenting all expenditures made from funds provided under this agreement. These records shall include adjustments to reconcile the accounting records, the financial reports to OHCS D and the audit report for the common accounting period.
- b. Expenditures of SUBGRANTEE and/or subrecipients may be claimed under this agreement only if they are:
- 1) In payment of eligible activities or services performed under this contract in conformance with applicable State and Federal regulations and statutes;
 - 2) In payment of services performed or supplies delivered during the applicable program period;
 - 3) Not in excess of 100% of the funds provided to that program under this agreement, including amendments; and,
 - 4) Not for duplicate payment for the same activities or services under both this agreement and any other contract or agreement with OHCS D or under more than one program covered by this agreement.

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

- c. All income that is generated by or attributable to funds provided under this agreement shall be identified and segregated for expenditures relating to the approved work plan of the program for which the original funds were provided. If cash is deposited in a combined or centralized income-yielding bank account, an allocation procedure shall be in place to make the necessary income to program segregations. This allocation method should be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures of income from funds provided under this agreement are to be made within the program period in which the income is earned, except energy rebates which may be expended in the immediate following program period.
- d. All unexpended funds or income from such funds remaining at the end of any FFY program period for any program(s) covered by this agreement must be returned to OHCS D no later than 60 days following the expiration of the program's FFY program period or the termination of this agreement, whichever is earlier. Expenses not reported within this specified time period shall not be paid by

OHCS D.

- e. Any costs disallowed either upon request for reimbursement or as a result of any audits, review or site visit shall not be paid by OHCS D, provided that the disallowed costs did not arise from the acts of OHCS D. SUBGRANTEE shall be given an opportunity to demonstrate that any proposed disallowance is in error. If a cost is disallowed after reimbursement has occurred, SUBGRANTEE shall make repayment of such costs within thirty (30) days of receipt of formal notice of disallowance of such expenditure(s).
- f. In cases of suspected fraud by applicants, employees, subrecipients or vendors, SUBGRANTEE shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

6. Property Management

All property valued at \$250 or more, purchased in whole or in part with funds provided under this agreement, is the property of OHCS D. SUBGRANTEE shall be liable for any claims arising from use or misuse of such property unless and until such property is physically transferred to the possession of OHCS D under subsection (f) below. SUBGRANTEE shall meet the following requirements for all such property:

- a. All certificates of title or other evidences of ownership shall show OHCS D as the owner of such property.
- b. Property records shall be prepared and maintained accurately including the following information:
 - 1) OHCS D inventory number;
 - 2) A description of each item of property with a value of \$5,000 or more or any vehicle, regardless of cost.
 - 3) Manufacturer's serial number, acquisition date and cost;
 - 4) Funding source of the property;
 - 5) Whether the property was new or used at the time of acquisition;
 - 6) Percentage of OHCS D funds used in the purchase of property; and,
 - 7) Location, use and condition of the property.
- c. A physical inventory of property shall be taken at least once every year to verify the existence, current utilization and continued need for the property. The results of the physical inventory shall be reconciled with the property records. Any discrepancies shall be investigated and reported twice a year to OHCS D.
- d. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft of the property shall be investigated and fully documented.
- e. Adequate maintenance procedures shall be implemented to keep the property in good condition.

- f. Within 60 days following the expiration of any program period or upon termination of this agreement, whichever is earlier, SUBGRANTEE and its subrecipients shall transfer back to OHCSO all non-expendable property purchased for that program, if so directed by OHCSO.

7. Audits

- a. SUBGRANTEE and its subrecipients shall permit authorized representatives of OHCSO, State of Oregon Division of Audits and/or the applicable audit agency of the United States Government to make such review of the records of SUBGRANTEE and subrecipients that these entities may deem necessary to satisfy audit and/or program evaluation purposes. SUBGRANTEE shall permit, and shall require subrecipients to permit, authorized representatives of OHCSO to site visit all programs and activities funded in whole or in part by this agreement.
- b. SUBGRANTEE shall provide to OHCSO an annual audit of all receipts and expenditures, from whatever source, whether cash or non-cash. The annual audit may be prepared either at the end of the SUBGRANTEE's fiscal year, or upon termination of this agreement, so long as the audit covers a period no longer than 12 months.

Audits must be submitted to OHCSO within 180 days after the end of the SUBGRANTEE fiscal year or termination of this agreement and must include the Management Letter and a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. Failure to submit required audits by specified deadlines will be cause for withholding of payments until audits are submitted.

- c. All audits required pursuant to this section must be prepared by an independent and qualified external auditor. It is the policy of OHCSO that each SUBGRANTEE will be required to change independent auditors at least every three years.

All audit workpapers pertaining to the annual audit shall be retained for three years following the date the audit is submitted to OHCSO and shall be open for examination by any and all Federal, State and County auditors and/or representatives.

- d. All fiscal records and audits required hereunder must be prepared consistent, as applicable to SUBGRANTEE and subrecipients, with the following:

- 1) Standards contained in the U.S. General Accounting Office (GAO) publication entitled "Government Auditing Standards" and the GAO publication entitled "Guideline for Financial and Compliance Audits of Federally Assisted Programs."

- 2) The Single Audit Act of 1984 (P.L. 98-502), as applicable.

- 3) Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such, may change from time to time.
- 4) Office of Management and Budget (OMB):
 - i. Circulars A-87 and A-102 (Common Rule) and A-128 if SUBGRANTEE is a governmental entity.
 - ii. Circulars A-110, A-122 and A-133 if SUBGRANTEE is a nongovernmental entity.
- e. The auditor must state in the audit report that the audit meets the cited standards and must include a Management Letter.
- f. SUBGRANTEE shall establish and maintain, and shall be responsible for ensuring that subrecipients establish and maintain, systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

8. Monitoring and Sanctions

- a. Monitoring of SUBGRANTEE will be done at regular intervals. OHCS D staff will give each SUBGRANTEE two weeks notice of monitoring visits. The SUBGRANTEE must provide all records requested by OHCS D for this monitoring. Monitoring shall include, but not be limited to:
 - 1) Inspection of client files, program records and reports, inventory records and fiscal records including original receipts for expenditures;
 - 2) Review of compliance with agreement provisions, work plans, budget reports and State/Federal regulations; and,
 - 3) Physical inventory of fixed assets, weatherization materials and USDA commodity foods.
- b. SUBGRANTEE will be advised of findings within thirty (30) days after the monitoring visit. If the monitoring identifies deficiencies, preliminary findings will be issued with examples and corrective action will be requested. SUBGRANTEE will have thirty days (30) from the date of the preliminary findings letter to request assistance, to file a corrective plan or to explain why the findings are in error.

OHCS D shall notify SUBGRANTEE of its acceptance or rejection of all or part of SUBGRANTEE's response within ten (10) days.

SUBGRANTEE will have an additional twenty (20) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

If unresolved deficiencies remain, OHCSO shall transmit monitoring concerns to SUBGRANTEE's independent auditor requesting the auditor's opinion.

- c. If the auditor agrees corrective action is needed and corrective actions have not taken place by the end of the thirty (30) days, OHCSO will notify SUBGRANTEE of the sanctions it will apply. Such sanctions may include, without limitation: withholding of funds, disallowance of costs, suspension of payments or termination of this agreement. OHCSO will inform SUBGRANTEE of the appeals process in its sanction notice.

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

9. Amendments

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

10. Termination

- a. OHCSO may, upon 30 days written notice delivered to SUBGRANTEE by certified mail or in person, terminate this agreement in whole or in part, under any of the following conditions:
 - 1) If SUBGRANTEE fails to fulfill obligations under this agreement, including but not limited to: filing of accurate, complete and timely reports and audits, filing of inventory records, compliance with applicable State and Federal regulations, compliance with the approved work plans and approved budgets, compliance with directives received from the Federal agency which is the source of the grant funds;
 - 2) If funds provided under this agreement are used improperly or illegally;
 - 3) If OHCSO funding from the responsible Federal agency is not obtained, is suspended, reduced or eliminated;
 - 4) If the OHCSO appropriation or authorization to expend funds from the Oregon State Legislature is not obtained, is suspended, reduced or eliminated, or if any of the State funded programs are reduced or eliminated;
 - 5) If a new Community Action Agency (CAP) is certified in SUBGRANTEE's

area;

- 6) If any license or certificate required by law to be held by SUBGRANTEE to provide the services required by this agreement is for any reason denied, revoked or not renewed;
 - 7) If SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property (b) admits in writing its inability, or is generally unable, to pay its debts as they become due (c) makes a general assignment for the benefit of its creditors (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect) (e) is adjudicated as bankrupt or insolvent (f) fails to controvert in a timely or appropriate manner, or agrees in writing to an involuntary petition for bankruptcy;
 - 8) If SUBGRANTEE is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal department or agency.
- b. In the event of termination of this agreement, all unexpended money, property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this agreement shall be returned to OHCSO within 60 days of the date of termination or the date OHCSO requires them to be returned.
- c. Upon issuance of the notice to terminate this agreement, OHCSO may require that all expenditures be suspended upon delivery of said notice and any additional expenditures must have prior approval by OHCSO. SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses reasonably or necessarily incurred in satisfactory performance of this agreement and within its approved work plans and approved budgets prior to receipt of a termination notice pursuant to this section or, if OHCSO does not require suspension of expenditures upon receipt of the termination notice, prior to the effective date of the termination.

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

11. Purchases and Procurement

- a. In procuring by purchase, rental or otherwise, any equipment, supplies or services, SUBGRANTEE shall obtain prior written approval from OHCSO before entering into any sole source contract or contract where only one bid or proposal is received when the value of the contract is expected to exceed:
 - 1) \$5,000 in the aggregate, if SUBGRANTEE is a non-governmental entity;

- 2) \$10,000 in the aggregate, if SUBGRANTEE is a governmental entity.
- b. SUBGRANTEE shall obtain prior written approval from OHCSO before purchasing any vehicle, regardless of cost, or any equipment or other property costing more than \$5,000 per item. OHCSO requires SUBGRANTEE to solicit and retain a minimum of three (3) written bids when making purchases of such equipment or property.

12. Subcontracts

- a. SUBGRANTEE shall not enter into any subcontract without prior written approval of OHCSO.
- b. SUBGRANTEE shall have a written contract with each subcontract entity. All subcontracts must be executed prior to the first day of service, unless prior written approval has been granted by OHCSO. SUBGRANTEE agrees to furnish a copy of each subcontract to OHCSO upon request.
- c. At a minimum all subcontract agreements must specify:
 - 1) That subcontractor shall comply with all applicable provisions of this agreement between OHCSO and SUBGRANTEE, each of which must be specifically incorporated into the subcontract;
 - 2) That subcontractor shall comply with all applicable Federal, State, County and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and,
 - 3) That subcontractor is an independent contractor and not an agent of OHCSO or SUBGRANTEE.
- d. SUBGRANTEE shall take all reasonable steps to ensure that subrecipients have adequately trained their employees and to verify that subrecipients are processing any necessary eligibility determinations and authorizations accurately.
- e. SUBGRANTEE shall be responsible for monitoring and auditing the activities of its subrecipients at least annually and as frequently as necessary to ensure that all regulations are being complied with and that funds are being spent for authorized purposes. Monitoring shall include all the activities listed in Section 8(a).
- f. Responsibility for program integrity shall remain with SUBGRANTEE. Any disallowed costs on the part of the subrecipients, due to error or otherwise, will be considered to be disallowed costs of SUBGRANTEE.

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

disallowed costs through repayment, withholding or other means permitted by law.

- g. SUBGRANTEE shall take all reasonable steps in selecting, monitoring and auditing its subrecipients to prevent misuse or mismanagement of funds delegated under this agreement. SUBGRANTEE shall take all reasonable action against its subrecipients, at SUBGRANTEE's expense, to recover any funds misused, mismanaged or misspent. Any funds recovered shall be repaid to OHCSO under Section 5(e).

13. Compliance with Laws

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

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

14. Confidentiality

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

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

15. Nondiscrimination

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

16. SUBGRANTEE Status.

- a. SUBGRANTEE certifies that the work performed under this agreement is that of an independent contractor and that SUBGRANTEE is not an officer, employee or agent of the State as those terms are used in ORS 30.265 with respect to work performed under this agreement.

- b. SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agents, employees and sub-contractors is the sole responsibility of SUBGRANTEE.
- c. SUBGRANTEE certifies that it is not employed by or contracting with the Federal government for the work covered by this agreement.
- d. SUBGRANTEE certifies to the best of its knowledge and belief that neither the SUBGRANTEE nor any of its principals:
 - 1) Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and,
 - 4) Have within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

17. Dual Payment

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

18. Indemnity

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

This indemnity provision shall not require SUBGRANTEE to defend or indemnify the State against any action based solely on the alleged negligence of the State. This

indemnity provision shall be interpreted in accordance with any limitations imposed by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act.

19. Workers Compensation Requirement

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

20. Compliance with Tax Laws

ORS 305.385(6) states:

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

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

21. Attorney Fees

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

22. Captions

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

23. Severability

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

24. Drug-Free Workplace Act

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in SUBGRANTEE'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) SUBGRANTEE'S policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and,
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
- d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - 1) Abide by the terms of the statement; and,
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- e. Notifying OHCSO within 10 days after receiving notice under subsection(d)(2) from an employee or otherwise receiving actual notice of such conviction.
- f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5154 of the Drug-Free Workplace Act of 1988.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

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

The SUBGRANTEE certifies, to the extent required by Federal law and to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the SUBGRANTEE agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

26. Execution and Counterparts

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

27. Waiver

The failure of OHCS D to enforce any provision of this agreement shall not constitute a waiver by OHCS D of that or any other provision.

04/01/97

End of Part 2. General Provisions

Part 3. EXHIBITS AND ASSURANCES

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

ITEM or PROGRAM	EXHIBIT
Required Reports - Fiscal	Exhibit A
Required Reports - Program	Exhibit A
Subgrantee Assurances - All Programs	Exhibit B
AESP-Food	Exhibit C-16
AESP-Shelter	Exhibit C-10
BPA	Exhibit C-6
BPA T&TA	Exhibit C-6
BPA Leverage	Exhibit C-6
CFNP	Exhibit C-11
CSBG	Exhibit C-7
CSFP	Exhibit C-3
DOE T&TA	Exhibit C-6
DOE WX	Exhibit C-6
EHA	Exhibit C-12
ESGP	Exhibit C-9
FHLTG	Exhibit C-22
GFFG	Exhibit C-20
HOME/TBA	Exhibit C-23
LIEAP Admin	Exhibit C-5
LIEAP Leverage	Exhibit C-5
LIEAP Program	Exhibit C-5
LIEAP WX	Exhibit C-6

LIRHF	Exhibit C-17
OPIE	Exhibit C-8
PVE WX	Exhibit C-6
PVE WX T&TA	Exhibit C-6
REACH	Exhibit C-25
RHLTG	Exhibit C-19
RHPG	Exhibit C-1
SAFAH	Exhibit C-13
SHAP	Exhibit C-9
TCFP	Exhibit C-4
TEFAP	Exhibit C-2

EXHIBIT A
REQUIRED REPORTS

FISCAL REPORTS

REPORT	DESCRIPTION	DUE
Financial Status Report	1 for each program by Federal Fiscal Year (FFY)	<u>Quarterly</u> : by the 20th of the month following the reporting period. <u>Final</u> : 60 days after expiration of the contract program period.
Financial Status Report	For <u>RHPG only</u> - by Federal Fiscal Year (FFY)	<u>Quarterly</u> : by the 12th of the month following the reporting period. <u>Final</u> : 60 days after expiration of the contract program period.
Request For Cash	1 for each program by Federal Fiscal Year (FFY)	As needed. (If cash is needed at the same time a Financial Status Report is due, please attach Request for Cash to the Quarterly F.S.R.)

PROGRAM REPORTS

REPORT	DESCRIPTION	DUE
BPA	"CAP summary Worksheet"	Monthly by the 15th of the month following the reporting period.
CSBG	"CSBG Quarterly Report" by FFY	Quarterly by the 20th of the month following the reporting period.
CSFP	"Food Order" by FFY (FNS 155-A)	Quarterly by the 20th of the month following the reporting period
CSFP	"Monthly Report of the Commodity Supplemental Food Program and Quarterly Administrative Financial Status Report" (FNS-153)	Monthly by the 20th of the month following the reporting period.
CSFP	"Fiscal Year Actual Expenditure Report" by FFY	Quarterly by the 20th of the month following the reporting period
DOE WX	"Weatherization Quarterly Program Report" by FFY	Quarterly by the 15th of the month following the reporting period
EHA	"Homeless Assistance Program - Program Narrative Report" by FFY	Quarterly by the 20th of the month following the reporting period.
ESGP	"Homeless Shelter and Services Program - Program Narrative Report" by FFY	Quarterly by the 20th of the month following the reporting period.

REPORT	DESCRIPTION	DUE
GFFG	"Commodity Acquisitions Report"	July 31, 1998 January 31, 1999
LIEAP	"LIEAP Hearings Report" by FFY	Quarterly by the 20th of the month following the reporting period.
LIEAP WX	"Weatherization Quarterly Program Report" by FFY	Quarterly by the 15th of the month following the reporting period
LIRHF	"Annual Report - Long-Term Household Status Progress Report"	Six months after termination of the grant.
LIRHF	"Progress Report - Household Status at Close of Grant"	Within 60 days of termination of the grant.
OPIE	"Oregon Partners in Energy - Program Status Report" by FFY	Quarterly by the 20th of the month following the reporting period.
PVE WX	"Weatherization Quarterly Program Report" by FFY	Quarterly by the 15th of the month following the reporting period
Quarterly Client Characteristics Report	Omniplan, Section 5	Quarterly by the 30th of the month following the reporting period.
Quarterly Service Report	Omniplan, Section 6	Quarterly by the 30th of the month following the reporting period.
Quarterly Outcome Report	Omniplan, Section 7	Quarterly by the 30th of the month following the reporting period.
REACH	To be determined when Grant letter received	Same
RHPG	"Guide for Quarterly Performance Report" by FFY	Quarterly by the 12th of the month following the reporting period.
SHAP	"Homeless Shelter Program - Program Narrative Report" by FFY	Quarterly by the 20th of the month following the reporting period.
TCFP	"Food Order" by FFY (FNS 155-A)	Quarterly by the 20th of the month following the reporting period
TCFP	"Monthly Distribution of Donated Foods to Family Units" (FNS-152)	Monthly by the 20th of the month following the reporting period.
TEFAP	"Receipt and Distribution of Donated Commodities" (FNS-155)	Monthly by the 20th of the month following the reporting period

Subgrantees shall obtain all necessary report forms from OHCSO.

EXHIBIT B ASSURANCES

SUBGRANTEE hereby assures and certifies that it will comply with Federal regulations, policies, guidelines, and requirements, including OMB Circulars Nos. A-87, A-102, A-110, A-122 and A-133, as they relate to the application, acceptance, and use of Federal Funds for this federally assisted project. SUBGRANTEE also assures and certifies that with respect to funds delegated under this Agreement:

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

EXHIBIT B (Continued)

has been identified by the Secretary of HUD as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect Federal assistance.

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

Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff

EXHIBIT B (Continued)

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

21. The SUBGRANTEE shall require any individual, organization or other entity with whom it subcontracts, subgrants or subleases for the purpose of providing any service, financial aid, equipment, property or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance form.
22. The SUBGRANTEE agrees to compile and maintain information pertaining to programs or activities developed as a result of the SUBGRANTEE's receipt of Federal assistance from DOE or HUD. Such information shall include, but is not limited to, the following:

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

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

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

See Attached

Subgrantee Signature

Date

Oregon Housing and Community Services Department - Contract #103807

MULTNOMAH COUNTY, OREGON

CONTRACTOR

BY Lorenz Boe me 4/16/97
Director, Dept of Community & Family Svcs Date

BY _____
Title _____ Date _____

BY Beverly Stein 5/1/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:
SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 4/21/97
Katie Gaetjens, Asst. County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 5/1/97
DEB BOGSTAD
BOARD CLERK

EXHIBIT C-1

Compliance Requirements

RURAL HOUSING PRESERVATION GRANT (RHPG)

SUBGRANTEE and its subcontractors shall comply with all of the requirements contained in the following regulations. For purposes of interpreting these regulations, any references to the "grantee" shall be read as a reference to the SUBGRANTEE.

- 07 CFR 1944.661 Homeowner eligibility for RHPG assistance.
- 07 CFR 1944.664 Housing Preservation assistance.
- 07 CFR 1944.665 Supervision and inspection of rehabilitation and repair work.
- 07 CFR 1944.666 Administrative activities and policies.
- 07 CFR 1944.670 Project income.
- 07 CFR 1944.671 Equal opportunity requirements.
- 07 CFR 1944.672 Environmental and administrative requirements.
- 07 CFR 1944.673 Historic preservation requirements and procedures.

SUBGRANTEE shall ensure that its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances or terms set forth in the Oregon RHPG Grant Application(s) and HPG Agreements between Oregon and FmHA, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of the Grant Applications and HPG Agreements from the RHPG Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

No RHPG funds provided under this agreement may be used 1) to pay obligations incurred before the effective date of this agreement or after its termination or ending date, 2) for entertainment purposes, 3) to pay for capital assets, the purchase of real estate or vehicles or repair or maintenance of privately owned vehicles, 4) for purposes specified in 7 CFR §§ 1944.664(f) and 1944.666(b), or 5) to substitute for any financial support previously provided and currently available or assured from any other source.

EXHIBIT C-2
Compliance Requirements

THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

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

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

7 CFR Part 251

7 CFR Part 250, as applicable

OAR 410-90-000 et seq

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon TEFAP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the TEFAP Program Manager, 1600 State Street, Salem, OR 97310.

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

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

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

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

EXHIBIT C-3
Compliance Requirements

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

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

7 CFR Part 247
7 CFR Part 250, as applicable
FMC-74-4

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon TEFAP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the TEFAP Program Manager, 1600 State Street, Salem, OR 97310.

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

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

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

EXHIBIT C-4
Compliance Requirements

TRIBAL COMMODITY FOOD PROGRAM (TCFP)

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

- 07 CFR 253.11 Eligibility of household
- 07 CFR 253.12 Certification of households
- 07 CFR 253.13 Overissuance claims
- 07 CFR 253.14 Agency conferences and fair hearings.
- 07 CFR 253.15 Disqualification hearings.
- 07 CFR 253.17 Commodity control, storage and distribution.
- 07 CFR 253.18 Sanctions and liabilities.
- FNS Handbook 501 The Food Distribution Program on Indian Reservations.
- 07 CFR 253.4 Application Procedures and Program Implementation.
- 07 CFR 253.5 Tribal Capability.
- 07 CFR 253.6 Program Administration.
- 07 CFR 253.7 Plan of Operation.
- 07 CFR 253.10 Civil Rights.

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

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon TEFAP State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the TEFAP Program Manager, 1600 State Street, Salem, OR 97310.

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

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

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

EXHIBIT C-4 (continued)

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

EXHIBIT C-5
Compliance Requirements

LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP)

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

45 CFR § 1010.1-1 et seq. - Civil Rights Program Requirements of CSA Grantees.
Instructions and Stipulations of the Social Security Administration.

OAR 410-50-000 et seq.

OAR 410-60-000 et seq.

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

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

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

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

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

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

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

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

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

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon LIEAP State Plan(s), the LIEAP Operator's Manual(s) and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), Manual(s) and Agreement(s) from the LIEAP Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

EXHIBIT C-6
Compliance Requirements

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

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

Human Services Reauthorization Act (Pub. L. 98-558, Title VI)

10 CFR 400.24 - Recordkeeping
10 CFR 440.18 - Allowable Expenditures.
10 CFR 440.21 - Standards and Techniques for Weatherization.
10 CFR 440.22 - Eligible Dwelling Units.
10 CFR 600.103 - Cost Determination.
10 CFR 600.107 - Cost Sharing.
10 CFR 600.109 - Financial Management Systems.
10 CFR 600.110 - Cash Depositories.
10 CFR 600.111 - Bonding and Insurance.
10 CFR 600.113 - Program Income.
10 CFR 600.114 - Budget and Project Revisions.
10 CFR 600.117 - Property Management.
10 CFR 600.119 - Procurement Under Grants and Subgrants.
10 CFR 600.120 - Audit Requirements.
10 CFR 600.124 - Record Retention Requirement.
10 CFR 600.436 - Procurement.

Instructions and stipulations of the Department of Energy.
Bonneville Power Administration (BPA) Weatherwise Contract.
National Historic Preservation Act of 1966.
Instructions and stipulations of the Social Security Administration.
OAR 410-50-000 et seq.

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

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon DOE and/or LIEAP State Plan(s) and Agreements(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the Weatherization Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

EXHIBIT C-7
Compliance Requirements

COMMUNITY SERVICES BLOCK GRANT (CSBG)

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

Community Services Block Grant Act of 1981 (Title II of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35) Subsection 675(c)(1)(vi), Subsection 675(c)(1)(vii) and Subsection 675(c)(1)(E)
OAR 410-60-000 et seq.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon CSBG State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the CSBG Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

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

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

EXHIBIT C-8
Compliance Requirements

OREGON PARTNERS IN ENERGY (OPIE)

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

24 CFR § 576.71

45 CFR § 1010.1-1 et seq. - Civil Rights Program Requirements of CSA Grantees.
Instructions and Stipulations of the Social Security Administration.

OAR 410-50-000 et seq.

OAR 410-60-000 et seq.

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

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

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

Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101.501)

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

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon LIEAP State Plan(s), the LIEAP Operator's Manual(s), and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans, Manuals and Agreements from the LIEAP Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

Payment of OPIE funds shall be contingent upon SUBGRANTEE's having supplemented all OPIE funds received by SUBGRANTEE under this Agreement with an equal amount or more of resources from sources other than OPIE. Such supplemental funds must not have been used to match any previous OPIE grant and must be provided after the date of the grant award to the SUBGRANTEE. Any OPIE funds received by SUBGRANTEE which have not been supplemented by the end of the program period shall be treated as disallowed costs.

Valuation of supplemental funds shall be in accordance with 24 CFR § 576.71. In calculating the amount of supplemental funds, there may be included the value of any donated material; any salary paid to staff in carrying out the program; and, the time and services contributed by volunteers to carry out the program, determined at the rate of \$6 per hour.

EXHIBIT C-9
Compliance Requirements

EMERGENCY SHELTER GRANT PROGRAM (ESGP)
STATE HOMELESS ASSISTANCE PROGRAM (SHAP)

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

For ESGP and SHAP:
OAR 461-100-000 et seq

For ESGP:
Pub. L. 100-77 (Stewart B. McKinney Homeless Assistance Act), as amended by Pub. L. 100-628 and by Title VIII, § 832 of Pub. L. 101-625.

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

- 24 CFR § 58.5 -- Additional Environmental Requirements.
- 24 CFR Part 85, if SUBGRANTEE is a governmental entity.
- 24 CFR § 576.21 - Eligible Activities
- 24 CFR § 576.22 - Limitations on the Use of Assistance
- 24 CFR § 576.23 - Eligible Recipients, if Subgrantee is a unit of general local government
- 24 CFR § 576.51 (b)(2)(v)(A) and (B) - Certification
- 24 CFR § 576.52 - Environmental Requirements
- 24 CFR § 576.55(a)(2) - Deadlines for Using Grant Amounts
- 24 CFR § 576.73 - Continued Use Requirements
- 24 CFR § 576.75 - Building Standards
- 24 CFR § 576.77 - Assistance to the Homeless
- 24 CFR § 576.79 - Other Federal Requirements
- 24 CFR § 576.80 - Relocation and Acquisition
- 24 CFR § 576.81 - Grant Administration

For SHAP:
45 CFR Part 74
45 CFR Part 92
45 CFR Part 402

EXHIBIT C-9 (continued)

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon Comprehensive Homeless Assistance Plan(s) and the Agreement(s), if any, between Oregon and the responsible Federal agency. SUBGRANTEE may obtain a copy of these Plans and Agreements from the Homeless Program Representative, Housing and Community Services Department, State Street, Salem, OR 97310.

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

No ESGP funds may be used to provide emergency shelter for the homeless in hotels or motels or other commercial facilities providing transient housing unless the conditions specified in 24 CFR § 576.45(2)(v) are met. No more than 30% of the ESGP funds provided under this agreement may be used for the provision of essential services and none may be used for such purposes unless the essential services meet the conditions specified in 24 CFR § 576.21(b)(2). No more than 30% of the ESGP funds provided under this agreement may be used for homeless prevention activities and none may be used for such activities in the form of financial assistance to individuals or families that have received eviction notices or notices of termination of utility services unless the conditions of 24 CFR § 576.21(a)(4)(ii) are met.

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

If SUBGRANTEE does not receive SHAP funds, payment of ESGP funds by OHCSO to SUBGRANTEE shall be contingent upon SUBGRANTEE's having supplemented all such funds received by SUBGRANTEE under this agreement with an equal amount of funds from sources other than ESGP. Such supplemental funds must be provided after the date of the federal ESGP grant award to OHCSO for each FFY program and must not have been used to match any previous ESGP grants. Valuation of supplemental funds shall be in accordance with 24 CFR § 576.71. Any ESGP funds received by SUBGRANTEE that have not been supplemented by the end of the FFY program period shall be treated as disallowed costs.

EXHIBIT C-9 (continued)

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

SUBGRANTEE shall maintain records on each Eligible Legalized Alien (ELA) served with SHAP funds. Each record shall include:

- A. A signed self-declaration that the ELA is homeless and has an income at or below 125% of the poverty level, and
- B. The individual's name and identification number taken from the ELA's I-688A Employment Authorization Card, I-689 Fee Receipt documenting the individual's eligibility to receive assistance. The expiration date must also be recorded.

EXHIBIT C-10
Compliance Requirements

ALBINA EMERGENCY SERVICES PROGRAM(AESP)SHELTER

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

All applicable Oregon Administrative Rules (OARs) shall apply. These OARs are Division 46 rules 813-46-010 through 813-46-100 and Division 100 rules 461-100-000 through 410-100-030.

EXHIBIT C-11

Compliance Requirements

COMMUNITY FOOD AND NUTRITION PROGRAM (CFNP)

Community Services Block Grant Act as amended by Pub. L. 99-475, Section 681A.

Human Services Reauthorization Act of 1986.

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

SUBGRANTEE shall ensure that its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances or terms set forth in the Oregon Community Food and Nutrition Program (CFNP) Work Plan and any agreements regarding CFNP between Oregon and the U.S. Office of Community Services, corresponding to the Federal Fiscal year(s) for which funds are herein provided. **SUBGRANTEE** may obtain a copy of the Work Plan and any such agreements from the CFNP Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

SUBGRANTEE shall ensure that all CFNP funds shall be used in accordance with P.L. 101-105, Section: 681 (A):4

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

EXHIBIT C-12

Compliance Requirements

EMERGENCY HOUSING ACCOUNT FUND (EHA)

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

For EHA:

OAR 813-46-001 through 813-46-085
Oregon Housing Fund ORS 458.600 - 458.650

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in Oregon Administrative Rules 813-46-001 through 813-46-085. Funds received shall be used to provide: (a) Emergency shelter and attendant services; (b) Transitional housing services designed to assist persons to make the transition from homelessness to permanent housing and economic independence; (c) Supportive housing services to enable persons to continue living in their own homes or to provide in-home services for such persons for whom suitable programs do not exist in their geographic area; or, (d) Programs that provide emergency payment of home payments, rents or utilities.

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

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

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

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

EXHIBIT C-13
Compliance Requirements

SUPPLEMENTAL ASSISTANCE for FACILITIES to ASSIST the HOMELESS (SAFAH)

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

For SAFAH:

Pub. L. 100-77 (Stewart B. McKinney Homeless Assistance Act), as amended by Pub. L. 100-628 and by subtitle D Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*, as amended (the Act)).

24 CFR Part 579 - SAFAH regulations
56 FR 43526, August 30, 1991, as amended at 25 FR 48571, September 25, 1991-NOFA.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon comprehensive Homeless Assistance Plan(s) and the Agreements(s) if any, between Oregon and the responsible Federal agency (Housing and Urban Development - HUD). **SUBGRANTEE** may obtain a copy of the Grant Applications and SAFAH agreements from the SAFAH Program Manager, Housing and Community Services Department, 1600 State Street, Salem Oregon 97310.

SUBGRANTEE shall assure that all SAFAH Grant funds are used only to provide supportive services, service coordination and case management as described by Department of Housing and Urban Development - Part VI, Supplemental Assistance for Facilities to Assist the Homeless (SAFAH). No costs otherwise authorized to be paid or reimbursed with grant funds may be so paid or reimbursed if the costs were incurred before completion of Subgrantee's Environmental Review responsibilities including any required HUD approval of a Request for Release of Funds (RROF).

EXHIBIT C-16
Compliance Requirements

ALBINA EMERGENCY SERVICES PROGRAM (AESP) - FOOD

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

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

- 7 CFR Part 251
- 7 CFR 250, as applicable
- OAR 410-90-000 et seq.

EXHIBIT C-17

Compliance Requirements

LOW INCOME RENTAL HOUSING FUND (LIRHF)

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

Chapter 716, Oregon Laws 1991

ORS 458.350 through 458.365

ORS 696.247 through 696.254

OAR 813-49-001 *et. seq.*

The Low Income Rental Housing Funds will be awarded to very low income households who are homeless or in danger of losing their rental units due to involuntary hardship, but who can benefit from local community resources aimed at transitioning the household to self-sufficiency during the grant period. A grant may cover rental payments for up to six (6) months, plus any reasonable move-in fees and deposits.

Subgrantee will comply with the following requirements:

Subgrantee will submit an Interpartnership Agreement (see **Attachment I**) if it elects to participate in a Local Partnership Program. Local Partnership Program means the process by which the Subgrantee implements the LIRHF program with HCS pursuant to this agreement and with the Subgrantee's Partner pursuant to the Interpartnership Agreement.

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

Subgrantee will provide to HCS information relating to the household's progress towards self-sufficiency monthly in narrative form during the term of the rental assistance grant and at close of grant (see **Attachment G**) and six months after the close of the grant (see **Attachment H**).

Subgrantee will submit to HCS a copy of each of the following documents completed for each household when making a first request for payment, or as appropriate, for that household. Attachments described are hereby incorporated into this Agreement as approved for use; and the

Subgrantee agrees to use these forms unless HCS pre-approves in writing, a modified version of these documents:

LIRHF Checklist (see Attachment A)

LIRHF Contract executed between the Subgrantee and the landlord (see Attachment B)

LIRHF Request for Funds (see Attachment C);

Authorization to Release Information (see Attachment D)

LIRHF Application Form (see Attachment E)

Evaluation of LIRHF Application (see Attachment F);

Progress Report-Household Status at Close of Grant (see Attachment G); and

Long-Term Household Status Progress Report (see Attachment H).

In addition, Subgrantee will submit to HCS the following before or when making a first request for payment for any household:

A copy of the LIRHF recipient household's rental agreement with that household's landlord;

Subgrantee will submit to HCS for each household each month after the first month for which the Subgrantee makes LIRHF payments for the household a Request for Funds (see Attachment C).

Subgrantee will provide rental assistance to each household on the basis of a Low Income Rental Housing Fund Contract it shall enter into with each Fund recipient's landlord in the form prescribed in Attachment B, or in any modified form that HCS pre-approves in writing. A payment made for first and last months' rent counts as two months toward the six month total, but additional payments made for refundable or security deposits do not count toward the six month rent limitation total.

Subgrantee will provide rental assistance payments under this Agreement directly to private landlords on behalf of eligible households.

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

Are "habitable" pursuant to ORS 90.320;

Rent for an amount which is reasonable, based on rents that are charged for comparable

unassisted units; and

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

LIRHF CHECKLIST

Below is a list of the items that should be included in the set-up information mailed to the Department when a tenant is ready to receive assistance and be set-up in the system.

- _____ 1. Landlord/Tenant Rental Agreement or Lease
- _____ 2. HOME TBA Contract executed between the Subgrantee and the landlord (Attachment B)
- _____ 3. Request for Funds (Attachment C)
- _____ 4. Authorization to Release Information (Attachment D)
- _____ 5. LIRHF Application Form (Attachment E)
- _____ 6. Evaluation of LIRHF Application (Attachment F)

Please return this checklist with the above information to:

Josie Saldaña-Truong, Housing Resource Coordinator
Oregon Housing & Community Services Dept.
1600 State Street
Salem, OR 97310-0302

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT
LOW INCOME RENTAL HOUSING FUND PROGRAM

LOW INCOME RENTAL HOUSING FUND CONTRACT

This Low Income Rental Housing Fund Contract ("Contract") is entered into between the _____
_____ ("Public Service Agency" or "PSA") and
_____ ("Owner"), the owner or property manager of the Contract
unit designated below.

The purpose of this Contract is to assist the Household identified in section 1(A) to rent a habitable dwelling unit from the Owner. PSA will make rental housing payments to Owner on behalf of the Household in accordance with this Contract.

1. **CONTRACT UNIT, HOUSEHOLD, AND RENTAL AGREEMENT**

- (A) This Contract applies only to the Household and the rental dwelling unit ("Contract unit") designated in this section.

Contract unit: _____

(Address, City, State, Zip Code)

Household: _____

(Name(s) of Household representative(s))

- (B) The Owner shall rent the Contract unit to the Household pursuant to a written Rental Agreement not in conflict with this Contract, and shall not change the amount of rent per month due for the Contract unit under that Rental Agreement during the term of this Contract.

2. **TERM OF CONTRACT**

The term of this Contract shall begin on _____, 19____ which shall be the effective date of this Contract. The Contract shall continue in place [] for a term of six months from the effective date, or [] for a term of _____ months from that date renewable at PSA's option for a term of up to six months in total; but in any case payments shall not be made under this Contract for (1) longer than the Household remains in the Contract unit pursuant to the Rental Agreement and applicable law, or (2) for a total of more than six monthly contract rent payments including first and last months' rent payments (this total is in addition to payment of refundable or other deposits, if any).

3. **RENT; RENTAL HOUSING PAYMENT**

- (A) The total monthly rent payable to the Owner during the term of this Contract is called the

"Contract rent." The Contract rent shall be \$ _____ per month. PSA shall pay the first contract rent payment within 30 days after execution of this Contract together with any tenant arrears or move-in fees as described in this section and any refundable deposits as described in Section 6(A):

\$ _____ Contract rent

\$ _____ Rent arrearages (for time period of _____)

\$ _____ Move-in fees (pet _____ key _____ cleaning _____ other _____)

\$ _____ Prorated rent (for time period of _____)

\$ _____ **TOTAL INITIAL RENTAL HOUSING PAYMENT** not including refundable deposits (see 6(A) below)

- (B) Each month PSA shall pay to the owner on behalf of the Household in accordance with this Contract an amount equal to the Contract rent. PSA does not assume any obligation for payment of any claim by the Owner against the Household, except in accordance with Section 6. The obligation of PSA is limited to making rental housing payments on behalf of the Household in accordance with this Contract.
- (C) The rental housing payments to the Owner will continue during the term of this Contract as specified in Section 2. However, the termination of a Household's rental payments shall not affect the Household's other rights under the Rental Agreement.
- (D) PSA may terminate rental housing payments under this Contract if the Household has committed any fraud in connection with any state or federal housing assistance program. PSA shall notify the Owner in writing of its decision to terminate rental housing payments in such case, and that rental housing payments pursuant to the Contract shall terminate 30 days after PSA gives such notice to Owner.

4. MAINTENANCE, OPERATION AND INSPECTION

- (A) Owner agrees to maintain and operate the Contract unit and related facilities to provide habitable housing, including providing all the services, maintenance and utilities agreed to in the Rental Agreement. If PSA determines that the Owner is not meeting this obligation, PSA shall have the right, even if the Household continues in occupancy, to terminate or reduce rental housing payments to Owner, and to terminate the Contract.
- (B) PSA shall have the right upon 24 hours' notice to the Household to inspect the Contract unit and related facilities at such times as may be necessary, in the determination of PSA, to assure that the unit is in habitable condition, and that Owner is providing all the services, maintenance and utilities agreed to under the Rental Agreement.

5. MONTHLY PAYMENT TO OWNER

- (A) After the initial payment made under this Contract, PSA shall make subsequent rental housing

payments to Owner on or about the first day of the month for which payment is due. Owner agrees that the endorsement on the check:

- (1) shall be conclusive evidence that Owner has received the full amount of the rental housing payment for the month, and
 - (2) shall be a certification by Owner that:
 - (i) the Contract unit is in habitable condition and Owner is providing all the services, maintenance and utilities agreed to in the Rental Agreement;
 - (ii) the Contract unit is leased to the Household named in Section 1(A), and the Rental Agreement is in accordance with Section 1(B);
 - (iii) the Contract rent does not materially exceed rents charged by the Owner for other comparable unassisted units;
 - (iv) except for the rental housing payment provided for under this Contract, Owner has not received and will not receive any payments or other consideration from the Household or any other public or private source as rent for the Contract unit;
 - (v) neither the Household nor any housing authority owns, actively manages, or has any interest in the Contract unit (except in the case of housing assistance on behalf of the Owner of a manufactured home, where PSA may assist the Household in leasing a manufactured home space). If Owner is a cooperative or tribe, the Household may be a member of the cooperative or tribe; and,
 - (vi) to the best of Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.
- (B) If PSA determines that Owner is not entitled to a payment or any part of it, then PSA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due Owner.

6. SECURITY DEPOSITS AND RENT REFUNDS

- (A) PSA shall pay on behalf of the Household to Owner any reasonable security or other refundable deposits Owner may charge for the Contract unit if the Household has not already paid such deposits to Owner and if the Rental Agreement is effective on the effective date of this Contract. PSA shall pay any Contract security or other refundable deposit as described in this section within 30 days after execution of this contract together with the Initial Rental Housing Payment not including refundable deposits as described in Section 3(A) as follows:

\$ _____ Security deposit

\$ _____ Other deposits (pet _____ key _____ cleaning _____ other _____)

\$ _____ TOTAL REFUNDABLE DEPOSITS

\$ _____ TOTAL INITIAL RENTAL HOUSING PAYMENT not including refundable deposits (from 3(A) above)

\$ _____ TOTAL INITIAL RENTAL HOUSING PAYMENT

- (B) Within 14 days of the effective date of this Contract, an Owner who is a real estate licensee shall deposit into an interest-bearing client trust account accruing interest to the Low Income Rental Housing Fund any refundable deposits received from PSA pursuant to ORS 458.350-365, and shall otherwise comply with all State and local laws regarding interest payments on security deposits.
- (C) After the Household moves from the Contract unit, Owner may use the security deposit as reimbursement for any unpaid amounts which the Household owes under the Rental Agreement. Owner will give the Household a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to Owner, Owner shall promptly refund the full amount of the balance to the Household. Owner shall also promptly remit to the Household any refund in rent due pursuant to the Rental Agreement or State or local law. If Owner is not reasonably able to refund any of the above sums to the Household, Owner shall refund them to PSA.
- (D) Owner shall immediately notify PSA when the Household has moved from the Contract unit. Owner shall submit to PSA, as soon as possible, written documentation evidencing actual costs of required repairs. The Household, not the PSA, shall be responsible for any claim in excess of the amount of the security deposit, including any claim for damages, unpaid rent, or vacancy losses. PSA has the right to inspect the unit with Owner to determine the extent of any damage.

7. NONPAYMENT FOR VACATED UNIT

Housing assistance payments shall be made by the PSA to Owner under this Contract only for the period during which the Contract unit is rented and occupied by the Household during the term of the Contract pursuant to the Rental Agreement and applicable law.

8. TERMINATION OF TENANCY

Owner shall terminate the tenancy of the Household only pursuant to the terms and condition specified in the Rental Agreement or as provided by law.

9. NONDISCRIMINATION IN HOUSING

- (A) Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefits of, the Low Income Rental Housing Fund Program because of such status.

- (B) Owner agrees to comply with all applicable requirements of federal and state civil rights statutes, rules and regulations, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. The obligation of Owner to comply with these requirements inures to the benefit of the State of Oregon and PSA, either of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by Owner.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS

Owner shall cooperate with PSA in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

11. PSA ACCESS TO PREMISES AND OWNER'S RECORDS

- (A) Owner shall provide any information pertinent to this Contract which PSA may reasonably require.
- (B) Owner shall permit PSA or any of its authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the rental housing payments.

12. RIGHTS OF PSA IF OWNER BREACHES THE CONTRACT

- (A) Any of the following shall constitute a breach of the Contract:
 - (1) If Owner has violated any obligation under this Contract;
 - (2) If Owner has demonstrated any intention to violate any obligation under this Contract; or,
 - (3) If Owner has committed any fraud or made any false statement to PSA in connection with the Contract.
- (B) If PSA determines that a breach has occurred, PSA may exercise any of its rights or remedies under the Contract. PSA shall notify Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by PSA to Owner may require Owner to take corrective action (as verified by PSA) by a time prescribed in the notice. PSA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of rental housing payments, and termination of the Contract.
- (D) Any termination or reduction of rental housing payments, or termination of the Contract by PSA in accordance with this Contract, shall be effective as provided in a written notice by PSA to Owner.

13. PSA RELATION TO THIRD PARTIES

- (A) PSA does not assume any responsibility for, or liability to, any person injured as a result of Owner's action or failure to act in connection with the implementation of this Contract, or as a

result of any other action or failure to act by Owner.

- (B) Owner is not the agent of PSA, and this Contract does not create or affect any relationship between PSA and any lender to Owner or any suppliers, employees, contractors or subcontractors used by Owner in connection with implementation of this Contract.
- (C) Nothing in this Contract shall be construed as creating any right of the Household or other third party (other than the State of Oregon) to enforce any provision of this Contract, or to assert any claim against PSA, the State of Oregon or the Owner under this Contract.

14. CONFLICT OF INTEREST PROVISIONS

No present or former employee of PSA who formulates policy or influences decisions with respect to the Low Income Rental Housing Fund program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the LIRHF program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract.

15. TRANSFER OR ASSIGNMENT

Owner has not made and will not make any transfer or assignment in any form of this Contract without the prior written consent of PSA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. PSA shall give its consent to a transfer or assignment of the Contract if the transferee agrees in writing (in a form acceptable to PSA) to comply with all the terms and conditions of this Contract. The transferee shall give PSA a copy of the executed agreement.

16. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

17. ATTORNEY FEES

In the event either party institutes a lawsuit to collect any payment due under this Contract or to obtain performance of any kind under this Contract, the nonprevailing party shall pay to the prevailing party reasonable attorney fees and all costs and disbursements incurred therein.

18. FORCE MAJEURE

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war beyond either party's reasonable control.

19. SEVERABILITY

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

20. CONDITIONS FOR RENTAL HOUSING PAYMENTS

The right of Owner to receive rental housing payments under this Contract shall be subject to compliance with all the provision of this Contract.

21. ENTIRE AGREEMENT: INTERPRETATION

- (A) This contract contains the entire agreement between Owner and PSA. No changes in this Contract shall be made except in writing signed by both Owner and PSA.
- (B) The Contract shall be governed by and construed in accordance with Oregon law.

22. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- (A) Owner warrants (1) that the Contract unit is in habitable condition as described in ORS 90.320; (2) that Owner will maintain the unit in such habitable condition throughout the term of this Contract; and (3) that Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- (B) The party, if any, executing this Contract on behalf of Owner hereby warrants that she/he has read this Contract, understands it, agrees to be bound by it, and that authorization has been given by Owner to execute it on behalf of Owner.

SIGNATURES

PUBLIC SERVICE AGENCY

Print or type name of public service agency

By: _____	_____	_____
Signature	Date signed	Print or type name and title of signatory

OWNER

Print or type name of Owner

By: _____	_____	_____
Signature	Date signed	Print or type name and title of authorized representative

WARNING: ORS 165.102 provides, among other things, that whoever with intent to defraud or injure another or to acquire a substantial benefit obtains by means of fraud, deceit or subterfuge the execution of a written instrument affecting or purporting to affect the pecuniary interest of any person shall be imprisoned for not more than one year or fined not more than \$2,500, or both.

Instructions for Completing LIRHF "Request for Funds" Form

- (1) **LIRHF Recipient:** *Write in the name of the tenant receiving assistance.*
- (2) **Grant Award:** *Enter the amount of LIRHF funds awarded to the tenant.*
- (3) **Amount Requested to Date:** *Enter only the amount of LIRHF funds requested to date. DO NOT include current request.*
- (4) **Balance Remaining:** *This amount should equal the difference between the LIRHF "Grant Award" minus "Amount Requested to Date".
(Column 2 - Column 3)*
- (5) **Current LIRHF Request:** *Enter the amount of the initial payment or the monthly rent subsidy to be paid with LIRHF funds only.*

AUTHORIZATION TO RELEASE INFORMATION

I, _____, applicant for a LIRHF Grant, hereby authorize my local Housing Authority, _____ (HA), the local Public Service Agency, _____ (PSA), and their authorized representatives and employees to share the identity, location, social services status, and other pertinent information about my household.

I further authorize the HA and PSA to release this same information to the State of Oregon Housing and Community Services Department (HCS), which provides funding to the PSA or HA for the LIRHF Program. I understand that the HA and PSA will release this information to HCS for the purpose of considering my application, coordinating social services, and other activities associated with administering a LIRHF grant, if I receive one.

I understand that neither the HA, the PSA, nor HCS will identify me or any other members of my household by name, address or telephone number 1) to other social service agencies, except to further the purpose of coordinating activities associated with administering a LIRHF grant, if I receive one, or 2) to any other members of the public or press for any purpose whatsoever without my specific further approval. I do, however, authorize the HA, the PSA, and HCS to release descriptive profile information about me and my household relating to my LIRHF grant, if I receive one.

SIGNED this _____ day of _____, 19__.

(Sign your name with your regular signature here)

(Print or type your name legibly here)

LIRHF Application Form

NAME OF AGENCY: _____
 HEAD OF AGENCY _____
 TELEPHONE NUMBER OF AGENCY: _____
 CONTACT PERSON AT AGENCY: _____

Name(s) and Age(s) of household member(s) to share rental unit:

_____	AGE()	_____	AGE()
_____	AGE()	_____	AGE()
_____	AGE()	_____	AGE()

Projected gross household income for next 12 months based on current level of household income not including employment of minors: \$ _____

Address of rental property where household will live (if known):

NOTE: Units owned or actively managed by a housing authority do not qualify.

STREET _____	TELEPHONE NUMBER _____
CITY _____	COUNTY _____ STATE _____ ZIP _____

GRANT REQUESTED (time period not to exceed 6 months initially):

Rent per month \$ _____	X No. of mos. _____	= \$ _____
Move in costs/deposits		\$ _____
TOTAL for time period requested		\$ _____

Is the household currently receiving any RENTAL assistance in any of the following forms?

- a) As a shelter allowance from AFDC? ___ yes ___ no
 b) Through Section 8? ___ yes ___ no
 c) Through any other rental subsidy? ___ yes ___ no If yes, please explain. _____

Has the household applied for Section 8 assistance? ___ yes ___ no

Is it eligible for Section 8 assistance? ___ yes ___ no

Is it on a waiting list? ___ yes ___ no If yes, how long will it be before it will receive assistance? ___ months ___ years

Is the household entitled to a federal preference under Section 6(c)(4)(A) of the Housing Act of 1937?

For occupying substandard housing? ___ yes ___ no

For paying more than 50% of household income for rent? ___ yes ___ no

For involuntary displacement? ___ yes ___ no

(CONTINUE ON REVERSE)

Note: See HUD Occupancy handbook 4350.3 Sections 2-19 and 2-2 for further

information on qualifications for these federal preferences(e.g., homelessness constitutes living in substandard housing

How do you know this household?

Why does this household need a short term transitional rental assistance grant?

What is the likelihood that this household will be able to improve its circumstances substantially over the term of the grant if it receives one? (Please describe the specific steps this household is taking (or will be taking) to achieve self-sufficiency, if applicable).

EVALUATION OF LIRHF APPLICATIONS

Household name _____

Evaluator name _____

STEP ONE: Does household qualify?

(a) Very low income household?

(b) Will not live in unit owned or actively managed by housing authority?

- YES if yes to (a) and (b) If yes, continue to next step
- NO if no to (a) or (b) If no, place nomination in "Non-Qualified" file (retain; but do not consider).

STEP TWO: Is household already receiving other rental housing assistance?

- YES NO

If yes, place nomination in "Already Receiving Assistance" file (retain but consider only after other qualified non-recipients have received grants).

If no, continue to next step.

STEP THREE: Priority among applicants shall be allocated as follows:

- _____ **100 points** total possible for likelihood of high degree of self-sufficiency after grant
- 100 pts. = very high likelihood
 - 75 pts. = high likelihood
 - 50 pts. = moderate likelihood
 - 25 pts. = low likelihood
 - 0 pts. = nearly no likelihood
- _____ **50 points** total possible for ineligibility for other rental assistance
- 50 pts. = no-fault ineligibility for other such assistance
 - 35 pts. = eligible but waiting list of more than 1 yr.
 - 25 pts. = household has not applied for rental assistance or current rental unit ineligible for Section 8
 - 20 pts. = eligible but waiting list of 6 mos. - 1 yr. or eligible for only 1 month emergency assistance
 - 10 pts. = eligible but waiting list of less than 6 mos.
- _____ **75 points** for estimated total cost of grant
- 75 pts. = 0-\$1,000
 - 50 pts. = \$1,001-2,000
 - 25 pts. = \$2,001-3,000
 - 0 pts. = more than \$3,000
- _____ **75 points** maximum total points for number of individuals in household
- 20 pts. = first individual
 - 10 pts. = any individual thereafter
 - 5 pts. = pregnancy
- _____ **50 points** total possible for income
- 50 pts. = 0-33% of qualifying income level
 - 30 pts. = 34-67% of qualifying income level
 - 15 pts. = 68-100% of qualifying income level

_____ **350 POINTS** = TOTAL POSSIBLE POINTS

LOW INCOME RENTAL HOUSING FUND
PROGRESS REPORT - HOUSEHOLD STATUS AT CLOSE OF GRANT

Name of Household _____ Grant Round # _____

Agency Reviewing _____ Person Reviewing _____

Telephone Number _____ Date of Review _____

1. For how many total months of rent did the grant actually pay? _____ mos.(rent) + _____ mos.(arrear) =
 _____ mos.(total).

a. For how long a period of time was the grant contract originally written? _____ mos. How many
 of these months were arrears? _____ mos.

b. If the household received the grant for other than the time period specified in the contract, why
 (e.g. contract renewed, tenant left unit with no forwarding address, etc.)? _____

2. Will the household be able to sustain the same or an alternate rental unit on its own after the grant term
 has expired? _____ yes _____ no

a. If yes, will this be with no help? _____ yes _____ no. With the help of Section 8? _____ yes
 _____ no. With the help of some other form of rental assistance? _____ yes _____ no. Please
 describe. _____

b. If no, do you think that a grant of 1 year in length would have enabled this household to be able
 to sustain the rental unit on its own after the grant term expired? _____ yes _____ no. Why or
 why not? _____

3. Did the grant prevent the household from becoming homeless? _____ yes _____ no. Please explain _____

4. How has this grant benefitted this household? _____

LONG TERM HOUSEHOLD STATUS
LOW INCOME RENTAL HOUSING FUND PROGRESS REPORT

Name of Household _____ Internal Case # _____

Agency Reviewing _____ Telephone Number _____

Person Reviewing _____ Date of Review _____

1. How much time has passed since the HOME TBA grant terminated? ___ yrs. ___ mos.
2. Has your agency maintained a client relationship or other contact with this household since the LIRHF grant terminated? __ yes __ no Please explain. _____

3. Has the household been able to sustain the same or an alternate rental unit on its own since the grant term expired? __ yes __ no __ don't know
 - (a) If yes, was this with no help? __ yes __ no With the help of Section 8? __ yes __ no With the help of some other form of rental assistance? __ yes __ no Please describe. _____

 - (b) If no or don't know, why not? _____

4. What is the household's current:
 - (a) Address and telephone number? _____

 - (b) Projected gross household income for next 12 months based on current level of household income not including employment of minors? \$ _____
 - © Monthly ___ rent or ___ purchase payment \$ _____ (check one)
5. Does the household contain the same group members it had when it received the grant? ___ yes ___ no If no, please explain. _____

6. How has the LIRHF grant benefited this household in the long run?

7. Other Comments:

LPP INTERPARTNER AGREEMENT

The Contractor shall attach its LPP Interpartner Agreement as Attachment I and it shall contain at a minimum the following:

Identities

Duration

Project Compliance Guidelines

Income Certification

Reasonable Rents and Minimum Household Contribution

Ownership Restriction

Eligible costs other than rent

Selection Procedure

Grievance Procedure

Responsibility for Records, Documentation, Progress Reports, and Attachments A through H

PROGRAM SUMMARY LOW-INCOME RENTAL HOUSING FUND

HOW DOES THE PROGRAM WORK?

The 1989 Oregon Legislature passed a statute requiring real estate licensees receiving or holding security or other refundable deposits to place them into interest-bearing client trust accounts beginning January 1, 1990. The 1991 Legislature amended the statute to provide that after November 1, 1991 all accrued interest less reasonable service or transfer fees earned on these accounts must accrue to the benefit of the Low Income Rental Housing Fund ("Fund") to defray the cost of rent for dwelling units for very low income households. The statute requires the Oregon Housing and Community Services Department ("HCS"), the Department of Insurance and Finance ("DIF"), and the Real Estate Agency ("REA") to adopt rules to implement the statute. REA and DIF enforce the statute as it applies to real estate licensees and financial institutions respectively.

AM I ELIGIBLE OR REQUIRED TO PARTICIPATE IN THE PROGRAM?

Anyone may make a tax-deductible contribution to the Fund. Generally, however, four main groups of people are involved in the program.

Landlords (owners and managers of rental property)

Real estate licensees must, and non-licensees may, establish at least one low income housing account a("LIHA") into which they deposit refundable deposits. A LIHA is an account which accrues all net interest to the benefit of the Fund. Landlords or other concerned citizens who know of very low income tenants in danger of losing their rental units due to financial hardship may recommend them to a human service agency to be nominated for a Fund grant.

Financial Institutions

Financial institutions may establish LIHAs for their customers. Under DIF's administrative rules, any fees or expenses charged on LIHAs must be of a kind which are "reasonable and are customarily assessed by the financial institution for similar accounts." OAR 441-530-050(3)(a).

Human Services Agencies

Housing authorities, domestic violence shelters, job training programs, community action or other human services agencies may nominate very low income households with whom they are familiar or whom landlords or other concerned citizens have brought to their attention to receive a Fund grant. They may also participate as partners in an LPP in their area.

Very Low Income Households

A very low income household is a household consisting of an individual or group of individuals whose total gross household income from all sources (not including income from the employment of children under the age of 18) does not exceed 50% of the area median income for that household size. Such a household is eligible to receive a transitional Fund grant covering up to 6 months' rental housing expenses for that household. Whether the household will actually receive such a grant is dependent upon the availability of funds and the household's score in the nomination evaluation process, as grants are awarded on a competitive rather than on a "first come-first served" basis.

WHAT KINDS OF PROPERTIES ARE ELIGIBLE TO RECEIVE FUND GRANT PAYMENTS?

The lead agencies may make Fund rental assistance payments for any privately owned rental property that meets applicable health and safety standards for habitability.

WHAT TYPES OF FUND GRANTS ARE AVAILABLE?

The Fund provides grants primarily to very low income households who are in danger of losing their rental units due to involuntary hardship (e.g., medical problems, natural disaster, domestic violence, or layoff), or who have no place of their own, but who can benefit from local community resources aimed at transitioning the household to self-sufficiency during the grant period (e.g., job training or counseling, physical therapy or rehabilitation). Preference is granted to households not eligible for other rental assistance, or eligible but unlikely to receive it soon. A grant may cover payments for up to 6 months of rent, plus any reasonable move-in fees or deposits.

WHAT PROCESS RESULTS IN FUND GRANTS?

Human services agencies provide nominations to the lead agency in their service area for very low income households with whom they are familiar. The lead agency evaluates the nominations and awards grants as funding is available. In reviewing the nominations, the lead agency will consider, among other things, the need to assure that among qualified households, the Fund assist those with 1) the most critical needs, and 2) those most likely to benefit from a transitional grant.

WHERE CAN I OBTAIN MORE INFORMATION?

For additional information, contact:

OREGON HOUSING & COMMUNITY SERVICES DEPARTMENT 986-2101- Josie Saldaña-Truong
For questions regarding program administration

REAL ESTATE AGENCY 378-8414 - Regulations Division Examiner
For questions regarding real estate regulations

DEPARTMENT OF INSURANCE & FINANCE 378-4140 - Cecil Monroe
For questions regarding regulations relating to financial institutions

REPORTING CHART FOR ACCOUNTING INFORMATION

Reporting entity _____ Reporting date _____

Contact person _____ Telephone number _____

Total Fund grants to Agency \$ _____ + Interest \$ _____ = \$ _____

GRANT PAYMENTS:

Recipient Name	Rent Month	Date Issued	Check Amount	Still to Pay
----------------	---------------	----------------	-----------------	-----------------

*(PLEASE DETAIL THIS INFORMATION ON ATTACHMENT 1
AND ENTER TOTALS BELOW)*

TOTAL = \$ _____ + \$ _____

TOTAL GRANT PAYMENT COMMITMENTS = \$ _____

ADMINISTRATIVE COSTS:

HOUSEHOLD	ENTITY PAID	MONTH	PAYMENT	STILL TO PAY
-----------	----------------	-------	---------	-----------------

*(PLEASE DETAIL THIS INFORMATION ON ATTACHMENT 2
AND ENTER TOTALS BELOW)*

TOTAL = \$ _____ + \$ _____

TOTAL ADMINISTRATIVE COMMITMENTS = \$ _____

TOTAL ADMINISTRATIVE COMMITMENTS = \$ _____

TOTAL ADMINISTRATIVE AND GRANT COMMITMENTS = \$ _____

TOTAL UNCOMMITTED FUNDS BALANCE IN ACCOUNT = \$ _____

ATTACHMENT 1

REPORTING CHART FOR ACCOUNTING INFORMATION

GRANT PAYMENTS:

<u>Recipient Name</u>	<u>Rent Month</u>	<u>Date Issued</u>	<u>Check Amount</u>	<u>Still to Pay</u>
-----------------------	-----------------------	------------------------	-------------------------	-------------------------

TOTAL = \$ _____ + \$ _____

TOTAL GRANT PAYMENT COMMITMENTS = \$ _____

ATTACHMENT 2

REPORTING CHART FOR ACCOUNTING INFORMATION

ADMINISTRATIVE COSTS:

<u>HOUSEHOLD</u>	<u>ENTITY PAID</u>	<u>MONTH</u>	<u>PAYMENT</u>	<u>STILL TO PAY</u>
------------------	--------------------	--------------	----------------	---------------------

TOTAL = \$ _____ + \$ _____

TOTAL ADMINISTRATIVE COMMITMENTS = \$ _____

EXHIBIT C-19
Compliance Requirements

RURAL HOUSING LAND TRUST GRANT (RHLTG)

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

Department of Housing and Urban Developments Manual 4150.1 Rev-1 governing "Eligibility of Leasehold Estates (Ground Leases)".

Department of Health and Human Services Transmittal 91.01 ("Acquisition, Construction, and Large-Scale Improvement of Real Property Under Grants or Other Agreements").

P.L. 991-646, Titles II and III of the Uniform Acquisition Policies Act of 1970.

P.L. 93-234, Section 102(a) of the Flood Disaster Protection Act of 1973.

P.L. 91-190, National Environmental Policy Act of 1969.

P.L. 93-348

Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738;

Executive Order (EO) 11514; (c) protection of wetlands pursuant to EO 11990;

Executive Order (EO) 11514; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;

Executive Order (EO) 11514; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., Subsection 1451 et seq.);

Executive Order (EO) 11514; (f) conformity of Federal Actions of State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C., Subsection 7401 et seq.);

Executive Order (EO) 11514; (g) protection of underground sources of drinking water under the P.L. 993-523, Safe Drinking Water Act of 1974, as amended, and

Executive Order (EO) 11514; (h) protection of endangered species under the Endangered Species Act of 1973; as amended, (P.L. 93-205)

Wild and Scenic Rivers Act of 1968 (16 U.S.C., Subsection 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Section 106 of the National Historic Preservation Act of 1968, as amended (16 U.S.C. 470),

EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.

42 U.S.C., Subsection 4801 et seq. which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

C-19 (continued)

SUBGRANTEE will establish a Rural Housing Land Trust and assist the trust to develop an initial inventory of five properties. The improvements (dwelling units) on those properties will be sold to low-income rural families and the Land Trust will negotiate long-term leases with the home buyers for the properties (land) which will remain in the Land Trusts' ownership.

SUBGRANTEE will ensure that the Land Trust is a private non-profit corporation that acquires property and retains title to that property in perpetuity. The Land Trust will sell buildings on the property(ies) it has acquired to an eligible buyer and negotiate a long-term lease with the buyer for use of the Trust's land. Because the Land Trust maintains title to the land and has the right to repurchase the improvements on the land, trust properties are not subject to price increases associated with market forces or land speculation.

SUBGRANTEE will organize community residents to share information regarding local housing issues and concerns and discussion of a community Land Trust as a tool for providing and preserving housing that is affordable for low-income families. Initial discussion would focus on whether a new organization would be needed, or if an existing organization could serve as the community Land Trust.

SUBGRANTEE will establish a Steering Committee composed of advocates for low-income people, concerned private sector representatives, local government officials, labor and civic group representatives and an attorney. The Steering Committee's responsibility will be to work to increase community awareness of and support for development of a Land Trust, refine goals and objectives for the organization and identify target areas, on a preliminary basis, for Land Trust operation. The Steering Committee also will establish:

- A Legal Structure and Policy Committee which will be responsible for drafting the Land Trust's by-laws and Articles of Incorporation;
- An Outreach and Membership Committee which will focus on identifying other parties that would be important contributors to the Land Trust. The Committee will develop strategies for securing their participation; and,
- A Property and Acquisition Committee which will begin researching properties for purchase by the Land Trust, including an evaluation of alternative sites.

SUBGRANTEE will process incorporation for the Land Trust and formulate the Trust's Board of Directors. If a community development corporation or other existing organization assumes responsibility for becoming the Land Trust, the incorporation and formation of the Trust's Board of Directors will take place within the structure of that organization, modifying that organization's structure to carry out Land Trust functions and activities.

C-19 (continued)

SUBGRANTEE will provide assistance to the Land Trust Property Acquisition Committee in identifying and evaluating properties for the Trust to purchase. That assistance will include identifying properties that have been financed and repossessed by such agencies as the U.S. Department of Housing and Urban Development, Farmers Home Administration and the Oregon Housing and Community Services Department. Subgrantee staff will work closely with staff from local housing authorities in identifying potential sites, taking into consideration the local housing authority's background and expertise in property acquisition which should be valuable in determining which properties would be good investments. Each Trust will acquire at least five properties by the end of the project's seventeenth month.

SUBGRANTEE also will assist the Rural Housing Land Trust in exploring the acquisition of properties through donations from local governments and properties that have been repossessed by public and private lending institutions. Each Land Trust will have \$7,000 in Low-Income Weatherization and Emergency Housing Assistance (Oregon Housing Trust Fund) funding to carry out required rehabilitation. Rehabilitation work exceeding the \$7,000 limitation would be funded by other resources secured by the Land Trust.

SUBGRANTEE will ensure that dwelling units on those properties usually consist of single family homes. However, properties with duplexes and triplexes also will be considered. Forty-five thousand dollars in OCS funds will be available to assist with property acquisition in each target area.

SUBGRANTEE will ensure that the Land Trust will have first right of purchase should a home buyer ever sell the improvement and that the Land Trust will resell the home to another low-income rural family. The Land Trusts' cost for repurchasing the improvements will be based on the original purchase price adjusted to reflect improvements/deterioration to the house and inflation/depreciation (a limited equity resale formula). This limited equity resale formula assures that the homes always remain affordable to low-income homebuyers.

SUBGRANTEE will continue to build on its collaborative effort with Community Development Corporation (CDCs) for the purpose of determining how many low-income families in their service area would be capable of and interested in a home purchase program through a Land Trust. Identification of participating families also will be accomplished by reviewing families involved in Subgrantee's programs as potential participants for this program. Two primary sources of participants include:

- Those families involved in Self-Sufficiency Programs operated by the Subgrantee.
- Families currently served by housing authorities in each of the project's target counties.

C-19 (continued)

SUBGRANTEE will work with its local housing authority to identify families that have stabilized and could be expected to handle the financial responsibilities of home ownership. Stabilization will indicate that the participating family is:

- At or below the Federal poverty level;
- Capable of showing that their source of household income is stable and ongoing;
- Willing to participate in a homeownership training program, making a commitment to attend workshops on such topics as preparing home loan applications, home maintenance and household budgeting. Workshops also will be provided on the philosophy behind and operation of a Land Trust to ensure that participants understand their relationship to the Trust; and,
- Willing to be an active member of the Rural Housing Land Trust Corporation while owning a home located on Land Trust property.

SUBGRANTEE will ensure that participating families will receive a homeownership orientation and assistance in securing financing for purchasing their homes.

SUBGRANTEE will be responsible for providing ongoing support to the Land Trust during this project's lifetime.

EXHIBIT C-20

Compliance Requirements

GENERAL FUND FOOD GRANT (GFFG)

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

Chapter 725, Oregon Laws 1993

ORS 456.555

OAR 813-250-010 through 813-250-050 regarding administration of the Food Assistance Funds

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

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

\$200,000 to be used to establish grants for regional food distribution agencies to link their clients to other social service agencies in the region.

\$200,000 to be used to demonstrate the benefits of local control of commodity purchasing.

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

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

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

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

EXHIBIT C-22
Compliance Requirements

FARMWORKER HOUSING LAND TRUST GRANT (FHLTG)

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

Department of Housing and Urban Developments Manual 4150.1 Rev-1 governing "Eligibility of Leasehold Estates (Ground Leases)".

Department of Health and Human Services Transmittal 91.01 ("Acquisition, Construction, and Large-Scale Improvement of Real Property Under Grants or Other Agreements").

P.L. 991-646, Titles II and III of the Uniform Acquisition Policies Act of 1970.

P.L. 93-234, Section 102(a) of the Flood Disaster Protection Act of 1973.

P.L. 91-190, National Environmental Policy Act of 1969.

P.L. 93-348

Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738;

Executive Order (EO) 11514; (c) protection of wetlands pursuant to EO 11990;

Executive Order (EO) 11514; (d) evaluation of flood hazards in floodplains in accordance with EO 11988;

Executive Order (EO) 11514; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C., Subsection 1451 et seq.);

Executive Order (EO) 11514; (f) conformity of Federal Actions of State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C., Subsection 7401 et seq.);

Executive Order (EO) 11514; (g) protection of underground sources of drinking water under the P.L. 993-523, Safe Drinking Water Act of 1974, as amended, and

Executive Order (EO) 11514; (h) protection of endangered species under the Endangered Species Act of 1973; as amended, (P.L. 93-205)

Wild and Scenic Rivers Act of 1968 (16 U.S.C., Subsection 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Section 106 of the National Historic Preservation Act of 1968, as amended (16 U.S.C. 470),

EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.

42 U.S.C., Subsection 4801 et seq. which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

C-22 (continued)

SUBGRANTEE will establish a Farmworker Land Trust and assist the trust to develop an initial inventory of five properties. The improvements (dwelling units) on those properties will be sold to low-income rural families and the Land Trust will negotiate long-term leases with the home buyers for the properties (land) which will remain in the Land Trusts' ownership.

SUBGRANTEE will ensure that the Land Trust is a private non-profit corporation that acquires property and retains title to that property in perpetuity. The Land Trust will sell buildings on the property(ies) it has acquired to an eligible buyer and negotiate a long-term lease with the buyer for use of the Trust's land. Because the Land Trust maintains title to the land and has the right to repurchase the improvements on the land, trust properties are not subject to price increases associated with market forces or land speculation.

SUBGRANTEE will organize community residents to share information regarding local housing issues and concerns and discussion of a community Land Trust as a tool for providing and preserving housing that is affordable for low-income families. Initial discussion would focus on whether a new organization would be needed, or if an existing organization could serve as the community Land Trust.

SUBGRANTEE will establish a Steering Committee composed of advocates for low-income people, concerned private sector representatives, local government officials, labor and civic group representatives and an attorney. The Steering Committee's responsibility will be to work to increase community awareness of and support for development of a Land Trust, refine goals and objectives for the organization and identify target areas, on a preliminary basis, for Land Trust operation. The Steering Committee also will establish:

- o A Legal Structure and Policy Committee which will be responsible for drafting the Land Trust's by-laws and Articles of Incorporation;
- o An Outreach and Membership Committee which will focus on identifying other parties that would be important contributors to the Land Trust. The Committee will develop strategies for securing their participation; and,
- o A Property and Acquisition Committee which will begin researching properties for purchase by the Land Trust, including an evaluation of alternative sites.

SUBGRANTEE will process incorporation for the Land Trust and formulate the Trust's Board of Directors. If a community development corporation or other existing organization assumes responsibility for becoming the Land Trust, the incorporation and formation of the Trust's Board of Directors will take place within the structure of that organization, modifying that organization's structure to carry out Land Trust functions and activities.

C-22 (continued)

SUBGRANTEE will provide assistance to the Land Trust Property Acquisition Committee in identifying and evaluating properties for the Trust to purchase. That assistance will include identifying properties that have been financed and repossessed by such agencies as the U.S. Department of Housing and Urban Development, Farmers Home Administration and the Oregon Housing and Community Services Department. Subgrantee staff will work closely with staff from local housing authorities in identifying potential sites, taking into consideration the local housing authority's background and expertise in property acquisition which should be valuable in determining which properties would be good investments. Each Trust will acquire at least five properties by the end of the project's seventeenth month.

SUBGRANTEE also will assist the Farmworker Land Trust in exploring the acquisition of properties through donations from local governments and properties that have been repossessed by public and private lending institutions. Each Land Trust will have \$7,000 in Low-Income Weatherization and Emergency Housing Assistance (Oregon Housing Trust Fund) funding to carry out required rehabilitation. Rehabilitation work exceeding the \$7,000 limitation would be funded by other resources secured by the Land Trust.

SUBGRANTEE will ensure that dwelling units on those properties usually consist of single family homes. However, properties with duplexes and triplexes also will be considered. Forty-five thousand dollars in OCS funds will be available to assist with property acquisition in each target area.

SUBGRANTEE will ensure that the Land Trust will have first right of purchase should a home buyer ever sell the improvement and that the Land Trust will resell the home to another low-income rural family. The Land Trusts' cost for repurchasing the improvements will be based on the original purchase price adjusted to reflect improvements/deterioration to the house and inflation/depreciation (a limited equity resale formula). This limited equity resale formula assures that the homes always remain affordable to low-income homebuyers.

SUBGRANTEE will continue to build on its collaborative effort with Community Development Corporation (CDCs) for the purpose of determining how many low-income families in their service area would be capable of and interested in a home purchase program through a Land Trust. Identification of participating families also will be accomplished by reviewing families involved in Subgrantee's programs as potential participants for this program. Two primary sources of participants include:

- o Those farmworker families involved in Self-Sufficiency Programs operated by the Subgrantee.
- o Farmworker families currently served by housing authorities in each of the project's target counties.

C-22 (continued)

SUBGRANTEE will work with its local housing authority to identify farmworker families that have stabilized and could be expected to handle the financial responsibilities of home ownership. Stabilization will indicate that the participating family is:

- o At or below the Federal poverty level;
- o Capable of showing that their source of household income is stable and ongoing;
- o Willing to participate in a homeownership training program, making a commitment to attend workshops on such topics as preparing home loan applications, home maintenance and household budgeting. Workshops also will be provided on the philosophy behind and operation of a Land Trust to ensure that participants understand their relationship to the Trust; and,
- o Willing to be an active member of the Farmworker Land Trust Corporation while owning a home located on Land Trust property.

SUBGRANTEE will ensure that participating families will receive a homeownership orientation and assistance in securing financing for purchasing their homes.

SUBGRANTEE will be responsible for providing ongoing support to the Land Trust during this project's lifetime.

EXHIBIT C-23

Compliance Requirements

HOME TENANT-BASED RENTAL ASSISTANCE (HOME TBA)

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

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

OMB Circular No. A-110, A-122, A-128

Section 6 (C)(4)(A) US Housing Act of 1937

24 CFR Part 44

24 CFR Part 84

24 CFR Part 85.36

24 CFR Part 92, US Dept. of Housing and Urban Development Interim Rules

24 CFR Part 100

24 CFR Part 813

24 CFR Part 882.109

24 CFR Part 960.207(a)

24 CFR Part 960.211(k)

OAR 813.120.001 et, seq.

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

Subgrantee will comply with the following requirements:

The Subgrantee will submit an Interpartnership Agreement (Attachment L) if it elects to participate in a Local Partnership Program. Local Partnership Program means the process by which the Subgrantee implements the HOME TBA program with OHCSO pursuant to this agreement and with the Subgrantee's partner pursuant to the Interpartnership Agreement.

The Subgrantee may select from the top of the Section 8 waiting list, applicants the Subgrantee determines to be Eligible Households pursuant to the ranking criteria described in Evaluation of HOME TBA Applicants

(Attachment C). If subgrantee selects applicants that are not on Section 8 waiting list it must comply with the following affirmative marketing requirements:

The Subcontractor will affirmatively market the TBA to ensure that households who may be eligible and appropriate to receive TBA assistance are informed of the availability of the program;

In doing so the Subcontractor may elect to:

Conduct marketing and outreach in accordance with the outreach criteria outlined in the local Housing Authority's Administrative Plan for the Section 8 Program;
or

Conduct comparable marketing and outreach which meets the criteria of the Section 8 Program;

The Subgrantee shall outline the specific method(s) which will be used for marketing the TBA and submit this to OHCS D;

The Subcontractor will maintain documentation of outreach efforts undertaken to comply with this section in its files and make this information available to OHCS D for review.

The Subgrantee shall verify the applicants household income in accordance with the terms and definitions of 24 CFR Part 813. Applicant household income must not exceed 50 percent of the area median income adjusted by household size as established by HUD. The household's income must be reviewed at each contract renewal and when the household composition changes.

The Subgrantee will provide rental assistance payments under this Agreement only in connection with dwelling units which:

Are in compliance with Section 8 Housing Quality Standards (set forth in 24 CFR 882.109) throughout the time for which the Subgrantee provides rental assistance;

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

Are not:

Cooperatively owned; or

Owned or actively managed by a housing authority pursuant to ORS 456.055 through 456.235.

The Subgrantee will provide rental assistance payments under this Agreement only as follows:

Directly to private landlords on behalf of eligible households selected to receive TBA; and

For current or future rent, a refundable security deposit but not for rental arrearages, utility payments or utility arrearages.

The Subgrantee will ensure that each household will pay a minimum tenant contribution to rent of \$10.00 per month;

The Subgrantee will pay a maximum contribution to rent each month equal to: (1) The difference between the FMR (or HUD-approved community-wide exception rent) and 30 percent of the household's monthly adjusted income (as defined in 24 CFR 92.203 and 24 CFR Part 813) or (2) The difference between 30% of the household's monthly adjusted income and the actual rent. But at a minimum of \$10.00 and not greater than the FMR.

The amount of rental assistance payment and the tenant contribution must be reviewed at contract renewal and when the household composition changes.

The Subgrantee will provide rental assistance to each household on the basis of a TBA Contract it shall enter into with each TBA recipient's landlord in the form prescribed in Attachment B, or in any modified form that OHCSO pre-approves in writing. A payment made for first and last months' rent counts as two months toward the six month total, but additional payments made for a refundable deposit do not count toward the six month rent limitation total.

Contract Renewals The Subgrantee at its discretion may renew the original six month TBA Contract for up to an additional six months consistent with funding from OHCSO by submitting a revision of the HOME TBA grant award and the match funds on Attachment A and the Addendum to the contract (Attachment B1)

The Subgrantee may further renew the TBA Contract for up to an additional year at a maximum of six month intervals upon OHCSO approval. OHCSO may grant such approval at its sole discretion provided the Subgrantee, at a minimum:

Resubmits a HOME TBA Contract (Attachment B) and a Household Characteristics form (Attachment A)

Recertifies the household's composition and income eligibility pursuant to 24 CFR 92.216(b);

Verifies the Section 8 Housing Quality Standards Checklist.

The Subgrantee may commit in twelve month increments funding per household but must comply with regulations that apply.

Requests for Disbursements of Funds - The Subgrantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs, and then must limit any request to the amount then needed. In accordance with 24 CFR Part 92.502(c)(2) HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any funds that are drawn down and not expended for

Eligible costs within 15 days of the disbursement must be returned to the MI System for deposit by HUD in the participating jurisdiction's United States Treasury account of the Home Investment Trust Fund.

Records and Reports - The Subgrantee will provide the following reports to OHCSO to assist OHCSO to meet HUD's recordkeeping and reporting requirements:

The Subgrantee will provide to OHCSO information relating to the household's progress towards self-sufficiency on a quarterly basis in narrative form during the term of the rental assistance grant and at close of grant (Attachment J) and six months after close of grant (Attachment K).

The Subgrantee will account separately to OHCSO for TBA funds requested to cover program costs and administrative costs by submitting the TBA Administration Request For Funds (Attachment H1)

The Subgrantee will submit to OHCSO a copy of each TBA recipient household's rental agreement with that household's landlord along with a copy of each of the following documents completed for each household when making a commitment of funds, or when appropriate, for that household. Attachments described are hereby incorporated into this Agreement as approved for use; and the Subgrantee agrees to use these forms unless OHCSO pre-approves in writing, a modified version of these documents:

Household Characteristics Form (Attachment A);

HOME TBA Contract executed between the Subgrantee and the landlord (Attachment B);

Eligibility Evaluation (Attachment C);

Income Certification Form (Attachment D);

Section 8 Housing Quality Standards Checklist, which HUD has approved for housing authorities (Attachment F);

Request for Funds (Attachment H).

Household Status at Close of Grant (Attachment J);

Long-Term Household Status (Attachment K);

In addition, the following documents need to be completed and maintained in the Subgrantee's tenant file for review by OHCSO:

Notification to Applicant (Attachment E);

Authorization to Release Information (Attachment G);

Lead-Based Paint Notification-For occupants of housing constructed prior to 1978 (Attachment I).

The Subgrantee will submit to OHCS D for each household each month after the first month for which the Subgrantee makes TBA payments for the household a Request for Funds (Attachment H) together with a Quarterly Progress Report when applicable.

Grievance Process upon Denial of Grant to Household - The Subgrantee will offer a process providing for notification and review upon denial of a grant to an applicant household consistent with 24 CFR 960.207(a) and 960.211(k). The Subgrantee will provide such a household with a Notification to Applicant (Attachment E) and maintain the original in its files for review by OHCS D upon request. The Subgrantee shall submit a copy of the completed Notice of Denial along with any request for a grievance hearing as outlined in the notice if such is requested by a past or present participant or nominee.

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

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

Audits - Audits of the Subgrantee must be conducted in accordance with 24 CFR Part 44, as applicable.

This HOME Tenant-Based Assistance Contract ("Contract") is entered into between _____ ("Public Service Agency" or "A") and _____ ("Owner"), the owner or property manager of the Contract unit designated below.

The purpose of this Contract is to assist the Household identified in section 1 (A) to rent a decent, safe and sanitary dwelling unit from the Owner. PSA will make rental housing payments to the Owner on behalf of the Household in accordance with this Contract.

1. CONTRACT UNIT, HOUSEHOLD, AND RENTAL AGREEMENT.

- (A). This Contract applies only to the Household and the rental dwelling unit ("Contract unit") designated in this section.

Contract unit: _____

(Address of Contract unit, City, State and Zip Code)

Household: _____

(Name(s) of Household Representative(s))

- (B). The Owner shall rent the Contract unit to the Household pursuant to a written Rental Agreement not in conflict with this Contract, and shall not change the amount of rent per month due for the Contract unit under that Rental Agreement during the term of this Contract. The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner. The Rental Agreement shall comply with state law, and may not contain any of the following provisions:

- (1) Agreement to be sued. Agreement by the Household to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the Rental Agreement;
- (2) Treatment of property. Agreement by the Household that the Owner may take, hold, or sell personal property of Household members without notice to the Household and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Household concerning disposition of personal property remaining in the Contract Unit after the Household has moved out of the unit. The Owner may dispose of this personal property in accordance with state law;
- (3) Excusing Owner from responsibility. Agreement by the Household not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Waiver of notice. Agreement of the Household that the Owner may institute a lawsuit without notice to the Household;
- (5) Waiver of legal proceedings. Agreement by the Household that the

Owner may evict the Household or Household members without instituting a civil court proceeding in which the Household has the opportunity to provide a defense, or before a court decision on the rights of the parties;

- (6) Waiver of a jury trial. Agreement by the Household to waive any right to a trial by jury;
- (7) Waiver of right to appeal court decision. Agreement by the Household to waive the Household's right to appeal, or to otherwise challenge in court, a court decision in connection with the Rental Agreement; and
- (8) Household chargeable with cost of legal actions regardless of outcome. Agreement by the Household to pay attorney's fees or other legal costs even if the Household wins in a court proceeding brought in connection with the Rental Agreement. The Household, however, may be obligated to pay costs if it loses.

(C). Owner will not terminate the Household's tenancy or refuse to renew Household's Rental Agreement except for serious or repeated violation of the terms and conditions of the Rental Agreement; for violation of applicable federal, state or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the Owner's service upon Household of a written notice specifying the grounds for the action.

2. TERM OF CONTRACT.

The term of this Contract shall begin on _____, 19____ which shall be the effective date of this contract. The Contract shall continue in place for a term of _____ months from the effective date, renewable a PSA's option for a term of up to one year in total; but in any case payments shall not be made under this Contract for (1) longer than the Household remains in the Contract unit pursuant to the Rental Agreement and applicable law, except as provided in section 8, or (2) a total of more than 12 monthly contract rent payments including first and last months' rent payments (this total is in addition to payment of a refundable security deposit, if any).

3. RENT; RENTAL HOUSING PAYMENT.

- (A). The total monthly rent payable to the Owner during the term of this Contract is called the "Contract rent". The Contract rent shall be \$ _____ per month.
- (B). The portion of the Contract rent payable by the Household ("tenant rent") will be an amount determined by the PSA in accordance with HUD regulations and requirements. The tenant is required to pay the Tenant Rent for each month they receive a TBA subsidy. This includes any rent portion in the initial rental housing payment. This amount is the maximum amount the Owner can require the Household to pay for rent of the Contract unit.

The amount of the tenant rent may be subject to change by the PSA during the term of the Contract. PSA must provide the Household and the Owner at least 10 days' notification before making any changes in the amount of the tenant rent, specifying the effective date of the change in the notification. Initially and until such change the Household shall pay \$ _____ to the Owner as the tenant rent.

(C). Each month the PSA shall make a rental housing payment to the Owner on behalf of the Household pursuant to this Contract. The rental housing payment is equal to the difference between the Contract rent and the tenant rent. This includes any rent portion in the initial rental housing payment. PSA must provide the Household and the Owner at least 10 days' notification before making any changes in the amount of the rental housing payment, specifying the effective date of the change in the notification. Initially and until such change the amount of the rental housing payment shall be \$_____ per month.

(D). The PSA shall pay the first rental housing payment (not including Tenant Rent) within 30 days after execution of this Contract together with any refundable security deposit as described in section 6(A):

\$_____ First month's rental housing payment

\$_____ Last month's rental housing payment

\$_____ Prorated rent (for time period of _____)

\$_____ TOTAL INITIAL RENTAL HOUSING PAYMENT
not including refundable security deposit
(see 6(A) below)

(E). The PSA assumes no obligation for the tenant rent, or for payment of any claim by the Owner against the Household, except as provided in section 6. The obligation of the PSA is limited to making rental housing payments on behalf of the Household pursuant to this Contract.

(F). The rental housing payments to the Owner will continue during the term of this Contract as specified in section 2. However, the termination of a Household's rental housing payments shall not affect the Household's other rights under the Rental Agreement.

(G). The PSA may terminate rental housing payments under this Contract if the Household has committed any fraud in connection with any state or federal housing assistance program. The PSA shall notify the Owner in writing of its decision to terminate rental housing payments in such case, and that rental housing payments pursuant to the Contract shall terminate 30 days after PSA gives such notice to the Owner.

4. MAINTENANCE, OPERATION AND INSPECTION.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, and with the Fire Administration Authorization Act, including providing all the services, maintenance and utilities agreed to in the Rental Agreement. If the PSA determines that the Owner is not meeting this obligation, the PSA shall have the right, even if the Household continues in occupancy, to terminate or reduce rental housing payments to the Owner, and to terminate the Contract.

(B). The PSA shall have the right upon 24 hours' notice to the Household to inspect the Contract unit and related facilities at such times as may be necessary, in the determination of the PSA, to assure that the unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the Rental Agreement.

- (C). If the PSA determines that the Contract unit is not in decent, safe and sanitary condition because of an increase in Household size or change in Household composition the PSA may terminate the contract upon 30-day written notice to the Owner.

MONTHLY PAYMENT TO OWNER.

- (A). After the initial payment made under this Contract, the PSA shall make subsequent rental housing payments to the Owner on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

(1) shall be conclusive evidence that the Owner has received the full amount of the rental housing payment for the month, and

(2) shall be a certification by the Owner that:

- (I). the Contract unit is in decent, safe and sanitary condition and the Owner is providing all the services, maintenance and utilities agreed to in the Rental Agreement,
- (ii). the Contract unit is leased to the Household named in Section 1(A), and the Rental Agreement is in accordance with Section 1(B),
- (iii). the Contract rent does not materially exceed rents charged by the Owner for other comparable unassisted units,
- (iv). except for the rental housing payment and the tenant rent provided for under this Contract, the Owner has not received and will not receive any payments or other consideration from the Household or any other public or private source as rent for the Contract unit,
- (v). neither the Household nor any housing authority owns, actively manages, or has any interest in the Contract unit (except that the PSA may assist the Owner of a manufactured home to lease a manufactured home space), and
- (vi). to the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

- (B). If the PSA determines that the Owner is not entitled to a payment or any part of it, then the PSA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner.

5. SECURITY DEPOSITS AND RENT REFUNDS.

- (A). The PSA shall pay on behalf of the Household to the Owner any reasonable refundable security deposit the Owner may charge for the Contract unit only if the Household has not already paid such deposits to the Owner and if the Rental Agreement is effective on the effective date of this Contract. The PSA shall pay a reasonable refundable deposit as described in this section (except that the refundable security deposit may not exceed the equivalent of two month's rent for

the unit) within 30 days after execution of this contract together with the Initial Rental Housing Payment as follows:

\$ _____ Refundable Security deposit

\$ _____ TOTAL INITIAL RENTAL HOUSING PAYMENT
not including refundable deposits
(from 3(D) above)

\$ _____ TOTAL INITIAL RENTAL HOUSING PAYMENT

- (B). Within 14 days of the effective date of this contract, an Owner who is a real estate licensee shall deposit into an interest-bearing client trust account accruing interest to the Low Income Rental Housing Fund any refundable deposits received from the PSA pursuant to ORS 696.247-696.254, and shall otherwise comply with all State and local laws regarding interest payments on security deposits.
- (C). After the Household moves from the Contract unit, the Owner may use the security deposit as reimbursement for any unpaid amounts which the Household owes under the Rental Agreement. The Owner will give the Household a written list of all items charged against the refundable security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to the Household. The Owner shall also promptly remit to the Household any refund in rent due pursuant to the Rental Agreement or State or local law.

If the Owner is not reasonably able to refund any of the above sums to the Household, the Owner shall refund them to the PSA.

- (D). The Owner shall immediately notify the PSA when the Household has moved from the Contract unit. The Owner shall submit to the PSA, as soon as possible, written documentation evidencing actual costs of required repairs. The Household, not the PSA, shall be responsible for any claim in excess of the amount of the refundable security deposit, including any claim for damages, unpaid rent, or vacancy losses. The PSA has the right to inspect the unit with the Owner to determine the extent of any damage.

7. SOURCE OF MATCH

In addition to the HOME TBA requirements, the Household must comply with the source of match program requirements. The Emergency Housing Act and Low-Income Rental Housing Fund are the most common sources of match for the HOME TBA program. Self-sufficiency is a requirement of these sources of match.

If the PSA determines that the Household is not in compliance with the self-sufficiency requirement, the PSA may terminate this contract upon 30-day written notice to the Owner and the Household.

8. NONPAYMENT FOR VACATED UNIT.

Rental housing payments shall be made by the PSA to the Owner under this Contract only for the period during which the Contract unit is rented and occupied by the Household during the term of the Contract pursuant to the Rental Agreement and applicable law, except as follows: if the Household moves from the Contract unit in violation of the Rental Agreement, the Owner shall be permitted to retain the rental housing payment received under the Contract for so much of the month in which the Household moves from the unit as the unit remains vacant, provided the Owner:

- (A). upon learning of the vacancy immediately notifies the PSA of, the vacancy; and
- (B). takes all feasible actions to fill the vacancy immediately.

NONDISCRIMINATION IN HOUSING.

- (A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, familial status or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in or be denied the benefits of, the HOME Tenant-Based Assistance Program because of such status.
- (B). The Owner agrees to comply with all applicable requirements of federal and state civil rights statutes, rules and regulations, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
- (C). The obligation of the Owner to comply with these requirements inures to the benefit of the United States of America, the United States Department of Housing and Urban Development ("HUD"), the State of Oregon, the Oregon Housing and Community Services Department ("OHCSO"), and the PSA, any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Owner.

10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The Owner shall cooperate with the PSA, OHCSO and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

11. PSA ACCESS TO PREMISES AND OWNER'S RECORDS.

- (A). The Owner shall provide any information pertinent to this Contract which the PSA, OHCSO or HUD may reasonably require.
- (B). The Owner shall permit the PSA, OHCSO, HUD, or any of the authorized representatives of these agencies to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the rental housing payments.

12. RIGHTS OF PSA IF OWNER BREACHES THE CONTRACT.

- (A). Any of the following constitutes a breach of the Contract:
- (1) If the Owner has violated any obligation under this Contract;
 - (2) If the Owner has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Owner has committed any fraud or made any false statement to the PSA, OHCSO, or HUD in connection with this Contract.

- (B). If the PSA determines that a breach has occurred, the PSA may exercise any of its rights or remedies under the Contract. The PSA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the PSA to the Owner may require the Owner to take corrective action (as verified by the PSA) by a time prescribed in the notice. The PSA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of rental housing payments, and termination of the Contract.
- (C). Any termination or reduction of rental housing payments, or termination of the Contract by the PSA in accordance with this Contract, shall be effective as provided in a written notice by the PSA to the Owner.
- (D). The PSA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

13. PSA RELATION TO THIRD PARTIES.

- (A). The PSA does not assume any responsibility for, or liability to, any person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.
- (B). The Owner is not the agent of the PSA, and this Contract does not create or affect any relationship between the PSA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.
- (C). Nothing in this Contract shall be construed as creating any right of the Household or other third party (other than the State of Oregon or HUD) to enforce any provision of this Contract, or to assert any claim against the PSA, OHCSO, HUD, the State of Oregon or the Owner under this Contract except as provided in section 9.

14. CONFLICT OF INTEREST PROVISIONS.

No present or former employee of the PSA or OHCSO who formulates policy or influences decisions with respect to the HOME Tenant-Based Assistance Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the HOME Program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from the Contract.

15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

16. TRANSFER OR ASSIGNMENT.

The Owner has not made and will not make any transfer or assignment in any form of this Contract without the prior written consent of the PSA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. The PSA shall give its consent to a transfer or assignment of the

Contract if the transferee agrees in writing (in a form acceptable to the PSA) to comply with all the terms and conditions of this Contract. The transferee shall give the PSA a copy of the executed agreement.

7. CONDITIONS FOR RENTAL HOUSING PAYMENTS.

The right of the Owner to receive rental housing payments under this Contract shall be subject to the Owner's compliance with all the provisions of this Contract.

8. SUCCESSORS IN INTEREST.

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

9. ATTORNEY FEES.

In the event either party institutes a lawsuit to collect any payment due under this Contract or to obtain performance of any kind under this Contract, the nonprevailing party shall pay to the prevailing party reasonable attorney fees and all costs and disbursements incurred therein.

10. FORCE MAJEURE.

The parties shall not be held responsible for delay or default caused by fire, riot, acts of God and war beyond either party's reasonable control.

11. SEVERABILITY.

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

22. ENTIRE AGREEMENT; INTERPRETATION.

- (A). This contract contains the entire agreement between the Owner and the PSA. The parties shall make no changes to this Contract except in writing signed by both the Owner and the PSA.
- (B). The Contract shall be governed by and construed in accordance with HUD requirements and Oregon law.
- (C). The parties agree that the terms of this Contract shall be subject to modification by act of Congress or of the legislature or of a court of competent jurisdiction or of an administrative body authorized to adopt rules carrying out the provisions of the Act or of the Rules or of ORS 458.350 to 458.365 and 696.247 to 696.254. Any such modification shall not be construed as constituting a breach of this Contract.

23. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT.

- (A). The Owner warrants (1) that the Contract unit is in decent, safe and sanitary condition as described in 24 CFR Section 882.109, and (2) that Owner will maintain the unit in such decent, safe and sanitary condition throughout the term of this Contract, and (3) that the Owner

has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that s/he has read this Contract, understands it, agrees to be bound by it, and has received the Owner's authorization to execute it on the Owner's behalf.

In Summary, the term of this contract begins on _____ to remain in effect for _____ months. The contract rent is _____. The tenant rent is _____. The PSA rental housing payment is _____.

Household Name _____

SIGNATURES:

PUBLIC SERVICE AGENCY

Print or type name of Public Service Agency

By: _____
Signature Date Signed

Print or type Name and Title of signatory

OWNER

Print or type name of Owner

Federal Income Tax ID or Social Security Number

By: _____
Signature Date Signed

Print or type name of authorized representative

WARNING: ORS 165.102 provides, among other things, that whoever with intent to defraud or injure another or to acquire a substantial benefit obtains by means of fraud, deceit or subterfuge the execution of a written instrument affecting or purporting to affect the pecuniary interest of any person shall be imprisoned for not more than one year or fined not more than \$2,500, or both. 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

ADDENDUM TO HOME TENANT-BASED ASSISTANCE PROGRAM CONTRACT

This is an addendum to the Tenant-Based Assistance Program contract between

and _____

dated _____ 19 _____.

This addendum applies only to the household and rental dwelling unit below:

Contract unit: _____

(Address of Contract unit, City, State and Zip Code)

Household: _____

(Name of Household representative)

This addendum is to extend the term of the contract for an additional _____ months, beginning

_____ 19 _____, and ending _____ 19 _____.

UNDER THE TERMS OF THIS ADDENDUM:

The contract rent shall be \$ _____. The tenant shall pay \$ _____ to the owner as the tenant rent. The amount of the PSA rental housing payment shall be \$ _____.

Notwithstanding the preceding stipulations, all requirements, stipulations, specifications, and guarantees set forth in the original Tenant-Based Assistance Program Contract shall continue to be applicable and valid except for the above by mutual agreement of the signatories.

Title of PSA Signatory

Title of Owner Representative

Signature of PSA

Signature of Owner or Representative

ELIGIBILITY EVALUATION

Household name _____

Evaluator name _____

STEP ONE: Does household qualify?

(a) Very low income household? Very low household defined as a household with income that does not exceed 50 percent of the area median income adjusted by household size as established by HUD.

(b) Will not live in unit owned or actively managed by housing authority?

YES if yes to (a) and (b) NO if no to (a) and (b)

If yes, continue to next step.

If no, place documentation in "Non-Qualified" file (retain; do not consider for HOME TBA).

Go to step four.

STEP TWO: Is household already receiving other rental housing assistance?

YES NO

If yes, place documentation in "Already Receiving Assistance" file (retain but consider only after other qualified non-recipients have received grants). Go to step four.

If no, continue to next step.

STEP THREE: Is funding available to provide the household with HOME TENANT-BASED RENTAL ASSISTANCE?

YES NO

If yes, you may fund this household. Go to step four.

If no, place name on Waiting List for Eligible Households. Go to step four.

STEP FOUR: Send the NOTIFICATION TO APPLICANT.

INCOME CERTIFICATION

It is considered **FRAUD** not to report **ALL** people living in your household and **ALL** of their income.

I/We certify that this is the current household composition and income.

	<u>Name</u>	<u>Sex</u>	<u>Age</u>	<u>All Income Sources</u>
1.	_____			
2.	_____			
3.	_____			
4.	_____			
5.	_____			
6.	_____			
7.	_____			
8.	_____			

Each tenant must be made aware that he/she has the option to negotiate with the landlord a rental agreement/lease, even though their initial rental assistance may be for only six (6) months; and **there is no guarantee they will receive additional rental assistance.**

Yes, I was informed that the lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

Signature

Date

NOTIFICATION TO APPLICANT

TO:

FROM:

DATE:

SUBJECT: STATUS OF HOME TENANT-BASED ASSISTANCE APPLICATION

This is to notify you that based on the information in your application form, it appears that you are eligible for our HOME Tenant-Based Assistance program.

_____ Please notify _____ at (503) _____ -- _____ to set up an appointment to verify the information on your application and the amount of your rental assistance grant.

_____ You have been placed on a waiting list. We will contact you if funds become available.

_____ Other: _____

This is to notify you that based on the information in your application form, it appears that you are not eligible for our HOME Tenant-Based Assistance program, for the following reason(s):

_____ Your household yearly income for a family of _____ exceeded the limit of \$ _____.

_____ The unit you are currently occupying does not meet Section 8 Housing Quality Standards.

_____ The dwelling you selected as your residence cannot be owned or actively managed by a housing authority.

_____ You have been denied admission because you committed fraud in connection with a Federal housing assistance program.

_____ Other _____

If you have any questions regarding this decision, please feel free to call our office at (503) _____ -- _____. You have 10 days in which to request an informal review of this matter.

ATTACHMENT F

SECTION 8 HOUSING QUALITY STANDARDS CHECKLIST

The Subgrantee shall attach here a Section 8 Housing Quality Standards Checklist which HUD has approved for your local housing authority.

AUTHORIZATION TO RELEASE INFORMATION

NOTICE TO HOUSEHOLD: THE "HOME TENANT-BASED ASSISTANCE PROGRAM" MAY BE ABLE TO HELP PAY A PORTION OF YOUR RENT. YOU MUST SIGN THIS RELEASE AND RETURN IT TO THE LOCAL HOUSING AUTHORITY OR LOCAL PUBLIC SERVICE AGENCY TO HAVE A CHANCE TO RECEIVE A HOME GRANT.

If you do not sign and return this release, you will not have a chance to receive the HOME rental assistance.

I, _____, applicant for a HOME Tenant-Based Assistance grant, hereby authorize my local housing authority, _____ (HA), the local Public Service Agency, _____ (PSA), and their authorized representatives and employees to share the identity, location, social services status, and any other pertinent information about my household.

I further authorize the HA and PSA to release this same information to the State of Oregon Housing and Community Services Department ("OHCSO"), which provides funding to the PSA or HA for the HOME Tenant-Based Assistance Program. I understand that the HA and PSA will release this information to OHCSO for the purpose of considering my application, coordinating social services, and other activities associated with administering a HOME grant, if I receive one.

I understand that neither the HA, the PSA, nor OHCSO will identify me or any other members of my household by name, address or telephone number 1) to other social service agencies except to further the purpose of coordinating activities associated with administering a HOME grant if I receive one, or 2) to any other members of the public or press for any purpose whatsoever without my specific further approval. I do, however, authorize the HA, the PSA, and OHCSO to release descriptive profile information about me and my household relating to my HOME Tenant-Based Assistance grant, if I receive one.

SIGNED this _____ day of _____, 19____.

(Sign your name with your regular signature here)

(Print or type your name legibly here)

**HOME TBA
REQUEST FOR FUNDS**

Public Service Agency: _____

Date: _____

Contact Person: _____

Phone Number: _____

<i>for HCS use only</i>	HOME Recipient	Grant Award (2)		Amount Requested to Date (3)	Balance Remaining (4)	Current Home Request (5)	Match Payment Amount (6)	Source of Match (7)	Date of Match Payment (8)
	(1)	HOME (a)	Match (b)						
					Total → Column (5) & (6)			See back for instructions on completing this form	

INSTRUCTIONS FOR COMPLETING HOME TBA "REQUEST FOR FUNDS" FORM

- (1) **HOME Recipient:** *Write in the name of the tenant receiving assistance.*
- (2) **Grant Award:** *(a) Enter the amount of HOME funds awarded to the tenant. (b) Enter the amount of Match funds (25% of the Home funds in column a.*
- (3) **Amount Requested to Date:** *Enter only the amount of HOME funds requested to date. DO NOT include current request.*
- (4) **Balance Remaining:** *This amount should equal the difference between the HOME "Grant Award" minus "Amount Requested to Date". (Column 2a minus Column 3)*
- (5) **Current HOME Request:** *Enter the amount of the initial payment or the monthly rent subsidy to be paid with HOME funds only.*
- (6) **Match Payment:** *Enter the amount of match payment each time a payment is made. Documentation of match payments must be submitted with the Request for Funds". Documentation includes the payment voucher or request for payment from the agency indicating the match source and a copy of the check to the landlord or tenant.*
- (7) **Source of Match:** *Enter source of Match Funds.*
- (8) **Date of Match Payment:** *Enter date of Match Payment.*

TBA ADMINISTRATION REQUEST FOR FUNDS

HOME Agency: _____

Reporting Period: From: _____ To: _____

1) Employee: _____

_____	_____	(_____ %)
(Total Hrs.)	(HOME Hrs.)	(HOME % of Hrs.)
$ \begin{aligned} & \$ \text{_____} + \$ \text{_____} = \$ \text{_____} \times \text{_____} \% = \$ \text{_____} \\ & \text{(Gross Mo. Wage)} \quad \text{(Benefits)} \quad \quad \quad \text{(HOME \%)} \quad \quad \text{(HOME Admin.)} \end{aligned} $		

2) Employee: _____

_____	_____	(_____ %)
(Total Hrs.)	(HOME Hrs.)	(HOME % of Hrs.)
$ \begin{aligned} & \$ \text{_____} + \$ \text{_____} = \$ \text{_____} \times \text{_____} \% = \$ \text{_____} \\ & \text{(Gross Mo. Wage)} \quad \text{(Benefits)} \quad \quad \quad \text{(HOME \%)} \quad \quad \text{(HOME Admin.)} \end{aligned} $		

3) Employee: _____

_____	_____	(_____ %)
(Total Hrs.)	(HOME Hrs.)	(HOME % of Hrs.)
$ \begin{aligned} & \$ \text{_____} + \$ \text{_____} = \$ \text{_____} \times \text{_____} \% = \$ \text{_____} \\ & \text{(Gross Mo. Wage)} \quad \text{(Benefits)} \quad \quad \quad \text{(HOME \%)} \quad \quad \text{(HOME Admin.)} \end{aligned} $		

TOTAL ADMIN COSTS FOR SALARY AND BENEFITS: \$ _____
 (Total all employees HOME Admin above.)

OTHER ADMIN COSTS: (if applicable)

- Rent (use % above) \$ _____
- Utilities (use % above) \$ _____
- Postage \$ _____
- Copies (____) \$ _____
- Other: _____ \$ _____
- _____ \$ _____

TOTAL OTHER ADMIN COSTS: \$ _____

TOTAL ADMIN REQUESTED THIS PERIOD: \$ _____

To: Owners, and Tenants & Purchasers
of Housing Constructed
before 1978

Notification

Watch Out For Lead-Based Paint Poisoning

This property was constructed before 1978. There is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community

Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. **DO NOT BURN THEM;**
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting,

the surface may be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibilities

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's effort to repair the unit.

I have received a copy of the Notice entitled "Watch Out for Lead Paint Poisoning."

Date _____

Print Full Name _____

Signature _____

Notificación

Atención Al Envenenamiento Por Pinturas A Base De Plomo

Esta propiedad fue construida antes de 1978. Existe la posibilidad de que contenga pintura a base de plomo.

Lea la siguiente información relacionada con el envenenamiento por pintura a base de plomo

Fuentes de la pintura a base de plomo
El interior de las casas y departamentos más antiguos con frecuencia presenta capas de pintura a base de plomo en las paredes, los cielorrasos, los alféizares de las ventanas, las puertas y los marcos de las puertas. La pintura y los aprestadores a base de plomo también pueden haber sido utilizados en balcones exteriores, barandas, garages, escaleras de incendio y postes de iluminación. Cuando la pintura se astilla, se descascara o se desprende, puede existir un verdadero peligro para los niños pegueños. Los niños pueden llevarse a la boca las astillas de pintura o mordere las barandas pintadas, los alféizares de las ventanas u otras partes pintadas cuando sus padres no están cerca. También pueden ingerir el plomo aún cuando no se hayan llevado específicamente a la boca las astillas de pintura. Por ejemplo, cuando juegan en un lugar en el que hay astillas sueltas de pintura o partículas de polvo que contienen plomo, éstas pueden adherirseles a las manos, y al llevárselas a la boca, ingerir una cantidad peligrosa de plomo.

Peligros de la pintura a base de plomo
El envenenamiento con plomo es peligroso, especialmente para los niños menores de 7 años. Pueden llegar a producir atraso mental, ceguera o aún la muerte.

Síntomas del envenenamiento por pintura a base de plomo
¿Su niño ha estado especialmente caprichoso o irritable? ¿Come normalmente? ¿Tiene dolores de estómago o vómitos? ¿Se queja de dolores de cabeza? ¿No quiere jugar? Estos pueden ser síntomas de envenenamiento con plomo. Sin embargo, muchas veces no se presenta síntoma alguno. El hecho de que no se presenten síntomas no quiere decir que usted no deba preocuparse si su niño ha estado expuesto a la pintura a base de plomo.

Conveniencia y disponibilidad de los exámenes para determinar el nivel de plomo en la sangre
Si usted sospecha que su niño se ha llevado a la boca astillas de pintura o alguien se lo dijo, debe llevarlo al médico o a una clínica para que lo examinen. Si el examen muestra que el niño tiene un alto nivel de plomo en la sangre, existe tratamiento para ello. Solicite ayuda o más información a su médico o el departamento de salud más cercano. El

programa Medicaid contempla el examen y el tratamiento del plomo para las personas elegibles. Si se identifica un alto nivel de plomo en la sangre de su niño, notifique inmediatamente a la Oficina de Desarrollo Comunitario u otro organismo al que usted o el propietario de su edificio hayan solicitado asistencia para rehabilitación, para que puedan tomarse las medidas necesarias para inspeccionar la unidad y detectar el riesgo de pintura a base de plomo. Si la unidad tiene pintura a base de plomo, usted puede recibir asistencia para eliminar ese riesgo.

Precauciones para prevenir el envenenamiento por pintura a base de plomo
El envenenamiento por pintura a base de plomo puede evitarse tomando algunas medidas de mantenimiento preventivo. Observe las paredes, los cielorrasos, los marcos de las puertas y los alféizares de las ventanas. ¿Existen lugares en los que la pintura esté descascarándose, astillándose, desprendiéndose o pulverizándose? En esos casos, hay ciertas medidas que puede tomar de inmediato para proteger a su niño:

- Cubra todos los muebles y artefactos;
- Con una escoba o un cepillo duro, limpie y quite todas las partículas sueltas de pintura de la carpintería de las paredes, los fosos de las ventanas de los sótanos y los cielorrasos;
- Barra todas las partículas de pintura y de revoque y colóquelas en una bolsa de papel o envuélvalas en un diario y arroje los paquetes a la basura. **NO LOS QUEME;**
- No deje astillas de pintura en el suelo de los fosos de las ventanas. Limpie con un estropajo húmedo el suelo y el alféizar de las ventanas alrededor de los lugares afectados para eliminar todo el polvo y partículas de pintura. Es fácil y muy importante mantener esas áreas limpias de astillas de pintura, polvo y suciedad, y
- No deje al alcance de sus niños trozos sueltos de pintura, ya que los niños pueden arrancar la pintura suelta de la parte inferior de las paredes.

Mantenimiento y tratamiento del riesgo de pintura a base de plomo

Como propietario, usted debe tomar las medidas necesarias para mantener su casa en buenas condiciones. Las filtraciones de agua por defectos de plomería, techos defectuosos y agujeros o roturas exteriores pueden hacer penetrar la lluvia y la humedad

en el interior de su casa. Estas condiciones dañan las paredes y los cielorrasos y hacen que la pintura se desprenda, se quiebre o se descascare. Deben corregirse de inmediato. Antes de pintar nuevamente, todas las superficies que se desprenden, se quiebran, se astillan o se astlojan, deben limpiarse cuidadosamente, removiendo o cepillando la pintura suelta de la superficie, y pintándola con dos (2) manos de pintura que no contiene plomo. En vez de cepillar y pintar de nuevo, la superficie puede cubrirse con otro material, como madera laminada, yeso o revestimiento. Tenga en cuenta que cuando se cepilla o se lija la pintura a base de plomo, se produce polvo, que puede ser peligroso. El polvo puede penetrar en el cuerpo al respirar o al tragar. El uso del calor o los removedores de pintura puede originar vapores o emanaciones que pueden producir envenenamiento si se inhalan por mucho tiempo. Siempre que sea posible, la eliminación de la pintura a base de plomo debe realizarse cuando no hay niños o mujeres embarazadas en el lugar. Pintando sobre las superficies que contienen pintura defectuosa a base de plomo no se elimina el riesgo. Recuerde que como adulto, usted desempeña un importante papel en la prevención del envenenamiento con plomo. Sus actos y su conciencia sobre el problema del plomo pueden representar una gran diferencia.

Responsabilidades de los inquilinos y propietarios
Notifique inmediatamente a la oficina de administración o a la inspección a través de la cual esté comprando su casa, si la unidad tiene pintura que se desprende, se astilla, se pulveriza o se descascara, si la plomería presenta pérdidas, o si el techo tiene defectos. Coopere con el esfuerzo de esa oficina para reparar la unidad.

Recibir copia de la notificación titulada "Atención al envenenamiento por pinturas a base de plomo".

Fecha

Nombre completo

Firma

HOUSEHOLD STATUS AT CLOSE OF GRANT

Name of Household _____ Date of Review _____

Agency Reviewing _____ Person Reviewing _____

1. For how many total months of rent did the HOME TBA grant actually pay? ____ mos.

(a) If the household received the grant for other than the time period specified in the contract, why (e.g., contract renewed, tenant left unit with no forwarding address, etc.)? _____

2. Will the household be able to sustain the same or an alternate rental unit on its own after the grant term has expired? __ yes __ no

(a) If yes, will this be with no help? __ yes __ no With the help of Section 8? __ yes __ no With the help of some other form of rental assistance? __ yes __ no Please describe.

3. Did the grant prevent the household from becoming homeless? __ yes __ no
Please explain. _____

4. How has this grant benefitted this household? _____

LONG-TERM HOUSEHOLD STATUS

Name of Household _____ Date of Review _____

Agency Reviewing _____ Person Reviewing _____

1. Has your agency maintained a client relationship or other contact with this household since the HOME TBA grant terminated? yes no Please explain. _____

2. Has the household been able to sustain the same or an alternate rental unit on its own since the grant term expired? yes no don't know

(a) If yes, was this with no help? yes no With the help of Section 8? yes no With the help of some other form of rental assistance? yes no Please describe. _____

(b) If no, why not? _____

What is the household's current:

(a) Address and telephone number? _____

(b) Projected gross household income for next 12 months based on current level of household income not including employment of minors? \$ _____

(c) Monthly rent or purchase payment \$ _____ (check one)

4. Does the household contain the same group members it had when it received the grant? yes no If no, please explain. _____

5. How has the HOME TBA grant benefited this household in the long run?

INTERPARTNER AGREEMENT

The Contractor shall provide a Interpartnership Agreement and it shall contain at a minimum the following:

Identities

Duration

Project Compliance Responsibilities

Income Certification

Section 8 Housing Quality Standards

Reasonable Rents and Minimum Household Contribution

Ownership Restriction

Eligible costs other than rent

Selection and renewal procedures

Grievance Procedure

Program Compliance References

24 CFR 92.505, etc.

Non-Federal Match

Responsibility for Records, Documentation, Progress Reports, and Attachments A through K

WORKSHEET FOR HOME TBA COMPUTATIONS

HOUSEHOLD NAME _____ DATE _____

CALCULATING MAXIMUM SUBSIDY

1. Applicable Rent Standard _____
2. a) Monthly Adjusted Income _____
b) x 30% = _____
3. Maximum Allowable Subsidy
(Line 1 minus Line 2(b)) _____

CALCULATING TENANT PAYMENT

4. Actual Rent _____
5. Maximum Allowable Subsidy
(from Line 3) _____
6. Subtotal-Line 4 minus Line 5 _____
7. Tenant Payment=Greater of:
Line 6
or
\$10.00 _____

CALCULATING ACTUAL SUBSIDY (RENTAL HOUSING PAYMENT)

8. Actual Rent
(from Line 4) _____
9. Tenant Payment
(from Line 7) _____
10. Rental Housing Payment (Subsidy)
(Line 8 minus Line 9) _____

STAFF INITIALS _____

EXHIBIT C-25

Compliance Requirements

Residential Energy Assistance Challenge Grant (REACH)

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

61 FR 35518-35546 - Residential Energy Assistance Challenge Option Program
45 CFR § 1010.1-1 et seq. - Civil Rights Program Requirements of CSA Grantees.
Instructions and Stipulations of the Social Security Administration.
OAR 410-50-000 et seq.
OAR 410-60-000 et seq.
Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35;)
Human Services Reauthorization Act of 1984 (Title VI, P.L. 98-558;)
Human Services Reauthorization Act of 1986 (Title V, P.L. 99-425;)
Augustus F. Hawkins Human Services Re authorization Act of 1990 (P.L. 101-501)
45 Code of Federal Regulations, Part 96; FSA IM-91-3

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

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

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

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

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon REACH State Plan(s), the REACH Operator's Manual(s) and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), Manual(s) and Agreement(s) from the REACH Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97310.

MEETING DATE: MAY 01 1997

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, JUDY ABBOTT, for completion of Contract #15804 (Property repurchased by former owner).

Deed D971481 and Board Order attached.

5/18/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 18 AM 11:15

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: *K. A. Tuneberg* *Ken E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of
Deed D971481 Upon Complete Performance of
a Contract to

JUDY ABBOTT

} ORDER
97-79

It appearing that heretofore, on February 29, 1996, Multnomah County entered into a contract with JUDY ABBOTT for the sale of the real property hereinafter described; and

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

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

W 1/2 OF LOTS 15-18, BLOCK 1, GOOD MORNING ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

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

DEED D971481

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

W 1/2 OF LOTS 15-18, BLOCK 1, GOOD MORNING ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$10,634.71.

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

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

JUDY ABBOTT
1415 N PORTLAND BLVD
PORTLAND OR 97217

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 1st day of May, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
Multnomah County, Oregon

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

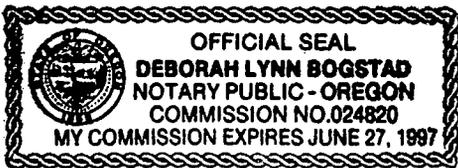
DEED APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

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

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97



CASE NAME Conditional Use Request

NUMBER

CU 13-96

1. Applicant Name/Address

Kathy Taggart
30039 SE Orient Drive
Gresham, OR 97080

ACTION REQUESTED OF BOARD	
<input checked="" type="checkbox"/>	Affirm Plan.Com./Hearing Officer
<input type="checkbox"/>	Hearing/Rehearing
<input type="checkbox"/>	Scope of Review
<input type="checkbox"/>	On the record
<input type="checkbox"/>	De Novo
<input type="checkbox"/>	New Information allowed

2. Action Requested by Applicant

Approval to allow the sale of nursery products not grown on the premises, conversion of residence to retail nursery office use and other office uses consistent with those allowed in the Rural Center district, plus the construction of a greenhouse and shade house on the property.

3. Planning Staff Recommendation

Approval

4. Hearings Officer Decision:

Approval

5. If recommendation and decision are different, why?

N/A

ISSUES
(who raised them?)

None

6. Do any of these issues have policy implications? Explain.

N/A

PARTY STATUS

Parties to the Proceeding:

The persons, agencies and organizations who submitted written or oral testimony in the proceeding:

- A. Multnomah County Planner Bob Hall submitted a staff report and testified at the hearing.
- B. The applicant Kathy Taggart appeared at the hearing and testified in support of the application.

PROCEDURAL ISSUES

1. Impartiality of the Hearings Officer

- A. No ex parte contacts. I did not have any ex parte contacts prior to the hearing of this matter. I did not make a site visit.
- B. No conflicting personal or financial or family interest. I have no financial interest in the outcome of this proceeding. I have no family or financial relationship with any of the parties.

2. Procedural Issues

At the commencement of the hearing I asked the participants to indicate if they had any objections to jurisdiction. The participants did not allege any jurisdictional or procedural violations regarding the conduct of the hearing.

FACTS

1. Applicant's Proposal

Applicant requests approval of a Conditional Use permit on this property to allow its use for the sales of nursery products not grown on the premises, the conversion of a residence to retail nursery and office use, plus the construction of a greenhouse and shade house on the subject property.

A previous request for the sale of nursery products grown on the property was approved on September 26, 1996 (PRE 13-96). That use has existed on the property since that time. This request would expand the use to sales of nursery stock grown elsewhere and allow office use of the property.

2. Site and Vicinity Information

This 0.97 acre parcel is located on the north side of Orient Drive just westerly of its intersection with SE Bluff Road at the easterly edge of the Orient community. The property is level and developed with a 1½ story dwelling constructed in 1923. Access to the property is provided by a wide circular drive with access points nearly 150 separate.

The surrounding area is a mixture of rural residences, community service and rural commercial uses. The Orient community provides a wide range of rural commercial uses such as a feed store, lumberyard, implement dealership, store, barbershop, etc. The community has a fire station, two elementary schools, and Sam Barlow High School is located approximately two miles to the north. Lot sizes within the Rural Center area range from approximately one-quarter to over two acres in size.

3. Testimony and Evidence Presented

A. Bob Hall testified for the County and summarized the Staff Report. During the course of the hearing Mr. Hall amended his staff report to clarify the property description and the nature of the application. In addition to requesting retail nursery uses, the applicant was also requesting use of the residence for other office uses consistent with the uses allowed in the zone.

B. The applicant Kathy Taggart appeared at the hearing and testified in support of the application.

STANDARDS AND CRITERIA, ANALYSIS AND FINDINGS OF FACT

1. MULTNOMAH COUNTY ZONING CODE CRITERIA:

MCC 11.15.2252(B)(1) allows approval of limited rural service commercial uses such as local stores, shops, offices, repair shops, and similar uses in the Rural Center district when it is demonstrated that the request;

(1) Is consistent with the character of the area;

Finding: The surrounding Orient community is a rural center with a wide range of community and commercial services. A retail nursery will be compatible with that character by adding to the range of commercial services available to the community and surrounding rural area.

(2) Will not adversely affect natural resources;

Finding: There are no identified natural resources that would be adversely affected by the conversion of this property and residence to nursery sales.

(3) Will not conflict with farm or forest uses in the area;

Finding: There are no forest uses in the surrounding area. The majority of the agricultural uses in the area are nurseries. A facility for the sale of nursery products will be compatible and not conflict with such agricultural activities.

(4) Will not require public services other than those existing or programmed for the area;

Finding: The proposed use will not require any public services beyond those currently supporting the residential use of the property.

(5) Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable

Finding: The property is not within a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife.

(6) Will not create hazardous conditions; and

Finding: There are no identified hazardous conditions resources that would result from the conversion of this property and residence to nursery sales

(7) Will satisfy the applicable policies of the Comprehensive Plan.

See (2) below for a discussion of Comprehensive Plan Policies.

2. MULTNOMAH COUNTY COMPREHENSIVE PLAN POLICIES:

Policies in the Comprehensive Plan which are applicable to this Quasi-judicial Decision include:

(1) POLICY 7: RURAL CENTERS

THE COUNTY'S POLICY IS TO ESTABLISH AND MAINTAIN RURAL CENTERS WHICH ARE INTENDED PRIMARILY FOR COMMERCIAL AND COMMUNITY SERVICES NEEDED BY THE RESIDENTS OF THE RURAL AREAS OF THE COUNTY, AND TO PROVIDE SOME TOURIST SERVICES. RURAL CENTERS ARE OR MAY BE ESTABLISHED ON THE BASIS OF EXISTING CENTER DEVELOPMENT, ON LOCAL AREA NEEDS, ON AN EVALUATION OF PROBABLE IMPACTS ON ADJACENT NATURAL RESOURCE AREAS, ON THE DEMAND FOR LAND TO SERVE THE PRIMARY PURPOSES IN A COMPACT PATTERN, AND ON THE CAPACITY AND CONDITION OF EXISTING SUPPORT SERVICES.

EXPANSION OF A RURAL CENTER (RC) TO ADJACENT LAND SHALL BE BASED UPON FINDINGS THAT:

- A. LAND ZONED EFU WILL NOT BE INCLUDED UNLESS THAT IS THE ONLY LAND PHYSICALLY AVAILABLE;
- B. INSUFFICIENT VACANT AVAILABLE LAND EXISTS WITHIN THE CENTER;
- C. THE EXPANSION WILL NOT SIGNIFICANTLY IMPACT ADJACENT NATURAL RESOURCE OR RURAL RESIDENTIAL AREAS OR THAT SUCH IMPACTS CAN BE MITIGATED;
- D. THE EXPANSION WILL BE ADJACENT TO EXISTING RC BOUNDARIES; AND
- E. THE EXPANSION IS NOT FOR THE PRIMARY PURPOSE OF RESIDENTIAL DEVELOPMENT.

THE COUNTY SHALL ENCOURAGE THE LOCATION OF SUITABLE USES WITHIN A RURAL CENTER BY:

- 1. MEASURING THE NEED FOR A USE BASED UPON THE PRIMARY INTENT OF THE CENTER.

2. DETERMINING THAT SUFFICIENT LAND EXISTS WITHIN A CENTER TO ACCOMMODATE THE NEEDED USES AND MAINTAINING A MEASUREMENT OF ABSORPTION RATE OF VACANT LANDS.
3. ESTABLISHING DEVELOPMENT STANDARDS COMMENSURATE WITH THE RURAL NATURE OF THE AREA.
4. ENSURING THAT ADJACENT NATURAL RESOURCE AREAS ARE MINIMALLY IMPACTED.

Finding: This policy is satisfied through the Rural Center designation of the property and the Code provisions which allow this application to be considered.

- (2) POLICY NO. 13, AIR, WATER AND NOISE QUALITY: MULTNOMAH COUNTY, ... SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS.

Finding: No significant impact on air pollution will result from the conversion of the single-family residence to office space. Water provided to the site is in concert with D.E.Q. and State Water Resource requirements.

- (3) POLICY NO. 14, DEVELOPMENT LIMITATIONS. THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATIONS AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

- A. SLOPES EXCEEDING 20%;
- B. SEVERE SOIL EROSION POTENTIAL;
- C. LAND WITHIN THE 100 YEAR FLOOD PLAIN;
- D. A HIGH SEASONAL WATER TABLE WITHIN 0-24 INCHES OF THE SURFACE FOR MORE THAN 3 OR MORE WEEKS OF THE YEAR;
- E. A FRAGIPAN LESS THAN 30 INCHES FROM THE SURFACE; AND
- F. LANDS SUBJECT TO SLUMPING, EARTH SLIDES OR MOVEMENT.

Finding: This property is level and exhibits none of the above development limitations.

(4) POLICY NO. 22, ENERGY CONSERVATION: THE COUNTY'S POLICY IS TO PROMOTE THE CONSERVATION OF ENERGY AND TO USE ENERGY RESOURCES IN A MORE EFFICIENT MANNER. ... THE COUNTY SHALL REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT THE FOLLOWING FACTORS HAVE BEEN CONSIDERED:

- A. THE DEVELOPMENT OF ENERGY-EFFICIENT LAND USES AND PRACTICES;
- B. INCREASED DENSITY AND INTENSITY OF DEVELOPMENT IN URBAN AREAS, ESPECIALLY IN PROXIMITY TO TRANSIT CORRIDORS AND EMPLOYMENT, COMMERCIAL AND RECREATION CENTERS;
- C. AN ENERGY-EFFICIENT TRANSPORTATION SYSTEM LINKED WITH INCREASED MASS TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES;
- D. STREET LAYOUTS, LOTTING PATTERNS AND DESIGNS THAT UTILIZE NATURAL ENVIRONMENTAL AND CLIMACTIC CONDITIONS TO ADVANTAGE.
- E. FINALLY, THE COUNTY WILL ALLOW GREATER FLEXIBILITY IN THE DEVELOPMENT AND USE OF RENEWABLE ENERGY RESOURCES.

Finding: This proposal conserves energy by locating a retail use with direct access to a rural arterial within a developed rural center in close proximity to nursery stock production areas.

(5) POLICY 27, COMMERCIAL LOCATION THE COUNTY'S POLICY IS TO:

- A. IMPROVE THE AVAILABILITY AND ACCESSIBILITY OF CONSUMER GOODS AND SERVICES BY SUPPORTING THE LOCATION AND SCALING OF COMMERCIAL DEVELOPMENT TO MEET THE NEEDS OF THE COMMUNITY AND TO REINFORCE COMMUNITY IDENTITY
- B. ENCOURAGE COMMERCIAL ACTIVITY EXPANSION AND SITING AT LOCATIONS WHICH WILL REINFORCE ORDERLY AND TIMELY DEVELOPMENT AND PROVISION OF PUBLIC FACILITIES AND SERVICES.

- C. ENCOURAGE LAND USE DEVELOPMENT PATTERNS WHICH SUPPORT THE EFFICIENT USE OF EXISTING COMMERCIAL DISTRICTS AND MODES OF ACTIVITY.
- D. MAINTAIN A VACANT AND REDEVELOPABLE, BUILDABLE LAND INVENTORY RESPONSIVE TO THE LOCATIONAL AND SITING NEEDS OF COMMERCIAL ENTERPRISES.
- E. CLASSIFY COMMERCIAL DEVELOPMENTS ACCORDING TO THEIR FUNCTION, TENANT/TENANT MIX, AND SCALE OF OPERATIONS, AS FOLLOWS:

This request is classified as a Local Isolated commercial development

SCALE	INTENT AND PURPOSE	PRIMARY TENANT/ TENANT MIX INCLUDES	GROSS LEASEABLE AREA(@)
LOCAL ISOLATED	TO ALLOW FOR SMALL BUSINESS TO BE INTEGRATED INTO OTHER USE AREAS WHERE THE SCALE AND IMPACT WILL BE COMPATIBLE WITH THE ADJACENT CHARACTER.	VARIABLE	1,000 TO 10,000 SQ. FT.

Finding: This request proposes a possible tenant mix compatible with the adjacent character. The property is to be utilized for nursery stock sales and other compatible office uses, including but not limited to, garden design, landscaping, bookkeeping, and retail uses such as garden and gifts. The proposal would integrate small business into a rural center developed with a wide range of commercial uses.

- F. USE THE FOLLOWING ESTIMATES AS INDICATIVE OF THE MARKET AREA POPULATION AND SITE SIZE TYPICAL OF THE FOLLOWING SCALES OF COMMERCIAL DEVELOPMENT:

SCALE	MARKET AREA POPULATION	SITE SIZE
5. LOCAL ISOLATED	VARIABLE	LESS THAN 0.5 ACRES

Finding: This commercial use would serve a variable population consisting of residents in and around the Orient community plus residents of the Gresham-Troutdale areas. The site size is larger than normal local isolated commercial but is necessary due to the outside display area required of nursery sales.

- G. LOCATE COMMERCIAL ESTABLISHMENTS ON SITES WITH AVERAGE SLOPE GRADES CONSISTENT WITH THE ACTIVITY'S SCALE OF OPERATIONS AND IMPACTS. SITE SLOPE REQUIREMENTS BY SCALE ARE:

SCALE	SLOPE
5. LOCAL ISOLATED	10%

FOR SITES WITH AVERAGE SLOPES STEEPER THAN THE STANDARD, THE DEVELOPER MUST BE ABLE TO DEMONSTRATE THAT THROUGH ENGINEERING TECHNIQUES, ALL LIMITATIONS TO DEVELOPMENT AND THE PROVISION OF SERVICES CAN BE MITIGATED.

Finding: This site is essentially level; therefore, exhibits no limitations due to slope.

- H. SUPPORT THE LOCATION OF COMMERCIAL ACTIVITIES ON EXISTING TRANSPORTATION SYSTEMS WITH VOLUME CAPACITIES AND MODAL MIXES AVAILABLE AND APPROPRIATE TO SERVICE PRESENT AND FUTURE SCALES OF OPERATION. VEHICULAR ACCESS REQUIREMENTS BY SCALE OF DEVELOPMENT ARE:

SCALE	VEHICULAR ACCESS REQUIREMENTS
5. LOCATED ISOLATED AND HOME OCCUPATION	NO ADVERSE NEIGHBORHOOD IMPACTS.

Finding: This property has direct frontage on a rural arterial. Therefore, it will have no adverse impacts on local traffic patterns.

- I. RESTRICT THE SITING OF COMMERCIAL ACTIVITIES IN LOCATIONS WHERE THE SITE WOULD CAUSE DANGEROUS INTERSECTIONS OR TRAFFIC CONGESTION, CONSIDERING THE FOLLOWING:
1. ROADWAY CAPACITIES
 2. EXISTING AND PROJECTED TRAFFIC COUNTS
 3. SPEED LIMITS
 4. NUMBER OF TURNING MOVEMENTS

Finding: The Oregon Department of Transportation has been notified of this request and indicates that no improvements will be required as a result of the proposed modified use. Adding the sale of wholesale purchases and office use of an existing residence should have minimal, if any, affect traffic generated by the use.

- J. SUPPORT COMMERCIAL DEVELOPMENT SITING AND EXPANSION AT SITES OF A SIZE WHICH CAN ACCOMMODATE THE PRESENT AND FUTURE USES, AND IS OF A SHAPE WHICH ALLOWS FOR A SITE LAYOUT IN A MANNER WHICH MAXIMIZES USER CONVENIENCE, ENERGY CONSERVATION, AND PEDESTRIAN AND BICYCLE ACCESS TO AND WITHIN THE SITE.

Finding: This site has a demonstrated history of being of sufficient size and shape to accommodate the use. This proposal allows the sale of plants from other nursery stock producers and office use of the property. Pedestrian and bicycle patterns are unaffected by the proposal.

- K. PROMOTE COMPATIBLE DEVELOPMENT AND MINIMIZE ADVERSE IMPACTS OF SITE DEVELOPMENT ON ADJACENT PROPERTIES AND THE COMMUNITY THROUGH THE APPLICATION OF DESIGN REVIEW STANDARDS CODIFIED IN MCC 11.05.7805 11.05.7865.

Finding: Design Review will be required of the modified use.

- L. PROVIDE FOR THE SITING AND EXPANSION OF COMMERCIAL DEVELOPMENTS IN A MANNER WHICH ACCORDS WITH THE OTHER APPLICABLE POLICIES OF THIS PLAN.

Finding: Compliance of this modified use with the other applicable policies of the Comprehensive Framework Plan are evaluated in the previous and following sections.

- (6) POLICY NO. 37, UTILITIES: THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE HEARING OR QUASI-JUDICIAL ACTION THAT:

WATER DISPOSAL SYSTEM:

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR
- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR
- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR
- D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

Finding: Pleasant Home Water District indicates they can adequately serve this use.

DRAINAGE:

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE INCREASED RUN-OFF; OR
- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND
- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJACENT LANDS.

Finding: No development is proposed that would increase drainage generated by this property.

ENERGY AND COMMUNICATIONS:

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE LEVELS PROJECTED BY THE PLAN; AND
- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

Finding: This modification of the nursery use of the property will not change energy or communication facility demands.

- (7) POLICY NO. 38, FACILITIES: THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.
- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND
- C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.
- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION.

Finding: Orient School indicates they have no comment on this proposal.

(8) POLICY NO. 40, DEVELOPMENT REQUIREMENTS: THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

- A. PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.
- B. LANDSCAPED AREAS WITH BENCHES WILL BE PROVIDED IN COMMERCIAL, INDUSTRIAL AND MULTIPLE FAMILY DEVELOPMENTS, WHERE APPROPRIATE.
- C. AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE.

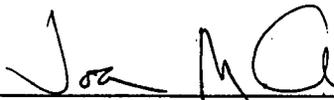
Finding: Orient Drive is not indicated as a bikeway on the Multnomah County Bicycle Plan. ODOT is not requiring any pedestrian improvements because of this modification. Consequently, no bikeway or pedestrian improvements are necessary.

CONCLUSION

Based upon the Staff Report and the findings and substantial evidence cited or referenced therein, I conclude that the application for Conditional Use Approval to convert a residence to retail nursery use and office use consistent with uses allowed in the zone, plus the construction of greenhouse and shade house on the subject property satisfies all applicable approval criteria, provided that the condition of

approval included herewith is complied with. The application is hereby approved, subject to the condition of approval contained herein.

IT IS SO ORDERED, this 8th day of April, 1997.

A handwritten signature in black ink, appearing to read "Joan M. Chambers", written over a horizontal line.

JOAN M. CHAMBERS, Hearings Officer

MEETING DATE: MAY 01 1997

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION IN SUPPORT OF HOUSING AUTHORITY OF PORTLAND "MOVING TO WORK" APPLICATION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: APRIL 24, 1997

Amount of Time Needed: 5 MINUTES

DEPARTMENT: DCFS **DIVISION:** DIRECTOR'S OFFICE

CONTACT: REY ESPANA **TELEPHONE #:** 248-3691 EXT. 22701
BLDG/ROOM #: 166/700

PERSON(S) MAKING PRESENTATION: LOLENZO POE, REY ESPANA

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

TO SEEK APPROVAL FROM BOARD OF RESOLUTION IN SUPPORT OF HOUSING AUTHORITY OF PORTLAND "MOVING TO WORK" APPLICATION TO HUD FOR A DEMONSTRATION PROJECT.

5/8/97 copies to Rey Espana

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Alonso T. Lopez*

BOARD OF COUNTY COMMISSIONERS
97 APR 2 PM 4: 24
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

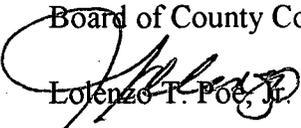
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners
FROM:  Lorenzo T. Poe, Jr.
DATE: April 21, 1997
SUBJECT: Board Resolution in Support of Housing Authority of Portland (HAP)
"Moving to Work" Application to Federal Housing and Urban
Development (HUD) for Demonstration Grant

I. Recommendation

The Department of Community and Family Services recommends the Board of County Commissioners approve the attached resolution and forward to Housing Authority of Portland. The resolution will be submitted as part of HAP's application to HUD due May 18, 1997.

II. Background/Analysis

The housing market in Portland continues to become less affordable for those at the low end of the income scale. One recent study showed Portland as the 14th most expensive city in the nation for housing affordability. The rental housing market in Portland is the fifth least affordable in the nation according to an August 1996 survey of the National Association of Home Builders; this indicates the rapidity with which affordable housing is disappearing. Without subsidies and financial incentives, the private housing market is unlikely to build housing that is affordable (within 30% of income) for people with lower incomes. This causes a housing crisis for people with low incomes, resulting in stress, homelessness, increased domestic violence, and other conditions of family instability.

The "Moving to Work" (MTW) demonstration proposal will provide HAP with the opportunity to design and implement a program design which must:

1. Reduce the cost of subsidized housing programs and increase their “cost effectiveness.”
2. Provide work incentives to families with children that promotes self-sufficiency, and
3. Increase housing choices for low income families. In return, HAP will be exempt from provisions of the Housing Act of 1937 and operate instead under terms agreed to between HUD and HAP consistent with the proposed program.

It is anticipated that MTW will allow HAP to provide subsidized housing that is financially competitive with the private housing sector; and will offer self-sufficiency incentives and housing choice that the Private Sector cannot or would not provide.

III. Financial Impact

There are no direct costs associated with recommending approval of Board Resolution in support of the MTW application.

IV. Legal Issues

If HAP is a successful applicant in this round of HUD demonstration grant awards, it will be exempt from the provisions of the Federal Housing Act of 1937, with certain exceptions (wage rates for certain activities, definition of low-income, fair housing and equal opportunity requirements, etc.) and operates instead under terms agreed to between HUD and each applicant consistent with the proposed program design.

V. Controversial Issues

HAP is expecting federal budget cuts and “Moving to Work” offers an opportunity to cut its cost and measure its impact on the public housing resources HAP currently manages. Specifically, HAP notes:

- Federal housing subsidies are an increasingly scarce resource for local communities,
- It is expected that balancing the federal budget will reduce federal housing subsidies,
- HAP proactively needs to examine HAP costs to assure that subsidies are used as effectively as possible, and
- HAP expects to find that a significant fraction of its costs in both public housing and Section 8 are driven substantially by federal regulation.

Furthermore, access to stable, affordable housing is of tremendous importance to:

- Achievement of self-sufficiency for families and people with disabilities,
- Maximum independence for elderly and people with disabilities,
- Maximum effectiveness of health care and social service expenditures for families, elderly, and people with disabilities,
- Prevention and recovery from homelessness.

HAP's Housing Services Department was created with the goal of connecting residents in subsidized housing with the services that lead to these results. It is reasonable to assume that the HUD grant programs which currently support these efforts will be terminated as part of the balanced budget process.

VI. Link to Current County Policies

Multnomah County, through its commitment to services to children and families, has an interest in maintaining the availability of housing for all income groups of our community. In particular the County is interested in maintaining the amount and affordability of housing for the families receiving support services through County programs: families in poverty and special needs families.

VII. Citizen Participation

HAP has an initiative and an active community planning and input process. HAP has sought to involve community agencies, Boards and advocates in the MTW application. HAP is required to show that the community has been involved and consulted.

VIII. Other Governmental Participation

The MTW application is a partnership between HAP and the community, the county, Gresham and Portland.

DRAFT RESOLUTION

WHEREAS the Federal Department of Housing and Urban Development has issued a Notice of Public Housing/Section 8 "Moving to Work" Demonstration, to be awarded to 30 Public Housing Authorities nationwide; and]

WHEREAS the purpose of "Moving to Work" is to give PHAs the flexibility over a three-year demonstration period to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness; provide work incentives to promote resident self-sufficiency; and increase housing choices for low income families; and

WHEREAS PHAs participating in "Moving to Work" will be allowed to combine HUD assistance funds in a fungible pool between the Public Housing, Section 8 and Comprehensive Grant Programs; and will be allowed, with certain exceptions specified in the Federal Register Notice, relief from the 1937 Housing Act, and the regulations promulgated under it; and

WHEREAS the Housing Authority of Portland intends to apply for "Moving to Work," in order to achieve the goals of greater cost effectiveness, increased self-sufficiency for residents and greater housing choice for low income families; and

WHEREAS the Housing Authority of Portland will remain committed to "no net loss" in subsidized housing for very low income families in Multnomah County, continuing to serve essentially the same number, income level and mix of family size; and

WHEREAS the Housing Authority of Portland intends to use "Moving to Work" as an opportunity to increase its accountability to the local community.

NOW, THEREFORE, the Multnomah County Board of County Commissioners resolve to support the Housing Authority of Portland's application to HUD to be selected for the national "Moving to Work" Demonstration.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Support of the Housing Authority of) RESOLUTION
Portland's Application to HUD for the) 97- 80
"Moving to Work" Demonstration Project)

WHEREAS, the Federal Department of Housing and Urban Development has issued a Notice of Public Housing/Section 8 "Moving to Work" Demonstration, to be awarded to 30 Public Housing Authorities nationwide; and

WHEREAS, the purpose of "Moving to Work" is to give Public Housing Authorities the flexibility over a three-year demonstration period to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness; provide work incentives to promote resident self-sufficiency; and increase housing choices for low income families; and

WHEREAS, Public Housing Authorities participating in "Moving to Work: will be allowed to combine HUD assistance funds in a fungible pool between the Public Housing, Section 8 and Comprehensive Grant Programs; and will be allowed, with certain exceptions specified in the Federal Register Notice, relief from the 1937 Housing Act, and the regulations promulgated under it; and

WHEREAS, the Housing Authority of Portland intends to apply for "Moving to Work", in order to achieve the goals of greater cost effectiveness, increased self-sufficiency for residents and greater housing choice for low income families; and

WHEREAS, the Housing Authority of Portland will remain committed to "no net loss" in subsidized housing for very low income families in Multnomah County, continuing to serve essentially the same number, income level and mix of family size; and

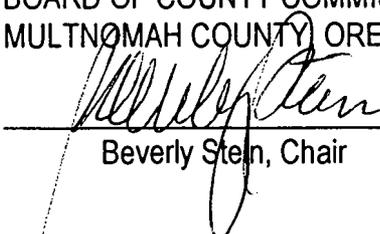
WHEREAS, the Housing Authority of Portland intends to use "Moving to Work" as an opportunity to increase its accountability to the local community; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners supports the Housing Authority of Portland's application to HUD to be selected for the national "Moving to Work" Demonstration.

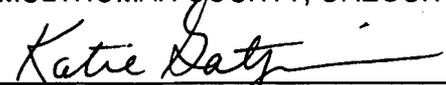
DATED this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

SANDRA N. DUFFY, ACTING, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


Katie Gaetjens, Assistant County Counsel

APR 10 1997

MAY 01 1997

R-3

9:35 am

MEETING DATE: APR 03 1997

AGENDA #: R-6 R-6

ESTIMATED START TIME: 9:50 am

APR 17 1997

R-4

10:00 am

9:55 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: SB 1145 Facilities Lease and Sublease Documents

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

REGULAR MEETING: DATE REQUESTED: April 3, 1997
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: 248-3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

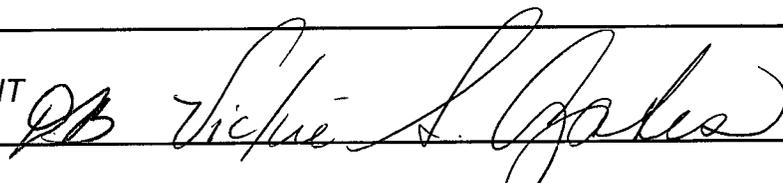
SB 1145 Facilities Lease and Sublease Documents between Multnomah County and State of Oregon

5/6/97 ORIGINALS TO DAVE BOYER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER: _____



BOARD OF COUNTY COMMISSIONERS
97 MAR 26 PM 4:30
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS	FINANCE DIVISION			
BEVERLY STEIN, CHAIR	DIRECTORS OFFICE	PORTLAND BUILDING	CENTRAL STORES	FORD BUILDING
DAN SALTZMAN, DISTRICT #1	ACCOUNTS PAYABLE	1120 SW FIFTH AVENUE, SUITE 1430	CONTRACTS	2505 SE 11TH 1ST FLOOR
GARY HANSEN, DISTRICT #2	GENERAL LEDGER	PO BOX 14700	PURCHASING	PORTLAND, OR 97202
TANYA COLLIER, DISTRICT #3	PAYROLL	PORTLAND, OR 97293-0700		PHONE (503) 248-5111
SHARRON KELLEY, DISTRICT #4	TREASURY	PHONE (503)248-3312		FAX (503)248-3252
		FAX (503) 248-3292		TDD (503) 248-5170

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director *DB*

DATE: March 19, 1997

AGENDA DATE: April 3, 1997

SUBJECT: SB1145 Facilities Lease and Sublease with State of Oregon

I. Recommendation / Action:

Approve SB1145 Facilities Lease and Sublease agreement between Multnomah County and the State of Oregon.

II. Background / Analysis:

On November 21, 1995, the Board approved Resolution 95-239 requesting the State to fund the construction of facilities to house SB 1145 offenders. (Resolution 95-239 attached) The Legislature approved the SB 1145 construction budget for Multnomah County in the amount of \$42,620,000. \$31,775,000 of these funds will be used for the expansion of the Inverness Jail. The remaining \$10,845,000 is to be used for alcohol and drug beds. In addition the County will provide \$11,500,000 of Public Safety Bonds to complete the expansion of the Inverness Jail. The County is responsible for all aspects of the project and Facilities Management has hired an architect and Construction Manager/General Contractor and has begun some of the preliminary work on the site. The State has issued Certificates of Participation (COP's) to finance the construction of the Inverness Jail. The County has been working with the State in developing the various documents needed to enter into the financing arrangement and the Facilities Lease and Sublease are required to complete this transaction. The State is responsible for retiring the COP's and the County is leasing the Inverness Jail, expansion only, to the State of Oregon and the State is then Subleasing the facility back to the County to house the SB1145 offenders. The State will issue the remaining \$10,845,000 COP's once the Board approves the

lease to finance the A&D beds. The County will also provide \$13,200,000 of G.O. Bond funds for the A&D Beds.

III. Financial Impact:

The State is responsible for retiring the principal and interest on the \$31,775,000 COP issue and the County is responsible for the principal and interest on the \$11,500,000 Bond issue. 1996/97 Budget contains all construction financial obligations related to this lease.

IV. Legal Issues:

County Counsel and Bond Counsel have reviewed the Lease, Sublease and other documents needed for this transaction. County Counsel has signed where necessary

V. Controversial Issues:

Conditional Use permit has been issued.

VI. Link to Current County Policy:

Action is in line with Resolution 95-239

VII. Citizen Participation:

None

VIII. Other Government Participation:

State, Multnomah County and other Oregon Counties drafted the Lease and Sublease agreements

CC: Vickie Gates
Dave Warren
Dan Noelle
Bob Nilsen

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Multnomah County's Application)
for SB1145 Construction) RESOLUTION
Funds and Public Safety Strategy) 95-239

WHEREAS SB1145, enacted into law during the 1995 Legislative session, will shift to the counties responsibility for felons currently sentenced to a year or less to state prison. The law is scheduled to go into effect January, 1997; and

WHEREAS the State Legislature established a construction fund of \$59,000,000 and set up a process for allocating those funds to be approved by the Governor and the Legislature during a February, 1996 special session. County applications for construction dollars are due November 22, 1995. The Governor expressed his intent to request additional construction funds from the Legislature in 1997; and

WHEREAS the State Legislature also established a funding formula which allocates operational resources to the county. Multnomah County is expected to receive \$12,900,000 annually (adjusted for inflation and population increases) once SB1145 is in effect; and

WHEREAS Multnomah County engaged a broad range of public safety stakeholders and community members in a year long public safety planning process to address the corrections needs in our County. The need for a comprehensive continuum of sanctions was identified and the need for at least 200 additional jail beds to eliminate unsupervised matrix releases from county jails was identified; and

WHEREAS all criminal justice agencies support the elimination of matrix releases and the ability of supervising authorities to return offenders to jail to provide a swift and sure sanction. The ability to sanction offenders in this manner greatly enhances the effectiveness of community corrections programs and supervision; and

WHEREAS Multnomah County currently operates a number of effective alcohol and drug residential intervention and diversion programs, work release programs, and community supervision approaches. These strategies have proven to be effective in dealing with the estimated 70% to 80% of offenders who have alcohol and drug problems; and

WHEREAS in addition to the expanded jail and residential sanctions, the "empty bed" will not be possible without the cooperation of the District Attorney and the Judiciary in recommending and applying consistent sanctions across the population; and

WHEREAS, the Local Public Safety Coordinating Council established under SB1145 will provide an opportunity for a continuation of effective cross-departmental and cross-jurisdictional planning efforts with citizen involvement; and

WHEREAS, the public safety strategy was developed with the following Multnomah County Urgent Benchmarks in mind:

- reduce violent crimes against people
- increase success of diversion programs
- reduce recidivism of felons
- increase drug treatment services
- increase mental health services
- reduce domestic abuse
- increase percentage of drug free babies; and

WHEREAS, Multnomah County supports the concept of SB1145 and believes counties are in a better position to reduce the recidivism rate by changing the criminal behavior patterns of offenders sentenced under the scope of SB1145. Swift and sure jail stays, coupled with effective residential alcohol and drug intervention and/or employment programs with continuing supervision, can be more effective in reducing recidivism than jail stays alone. The effectiveness of this type of sentence is greatly enhanced by the ability to place the offender back into jail for short stays for non-compliance with the agreed upon sanctions; and

WHEREAS, additional construction and operating resources from the State will enable the County to be more effective in dealing with this population and will benefit the state programmatically and financially in future years because of Multnomah County's ability to reduce the re-offense rate.

NOW THEREFORE IT IS RESOLVED that:

1. Multnomah County approves the attached Application to the State for 1145 Construction Funds. The attached application requests funds to construct 330 jail beds at the current Inverness Jail site and 150 secure residential beds at a site or sites to be determined.
2. Multnomah County urges the Legislature to expand the construction fund during its special session to fully fund the request of Multnomah County and the other Counties in the state. In addition, the County urges the Legislature to increase the operating funds available to the Counties.
3. Multnomah County will request that the Legislature delay implementation of SB1145 in Multnomah County for at least one year until new facilities can become operational.

4. Multnomah County endorses the attached Continuum of Sanctions (Exhibit A) for offenders as the best approach for achieving the Benchmarks listed above. The continuum provides:
 - An appropriate mix of jail beds and programs necessary to effectively manage the SB1145 offender.
 - An initial jail stay for the offender, followed by community sanctions and programs. While in jail, the offender must begin intensive alcohol and drug treatment when appropriate
 - An opportunity for the offender in residential treatment programs to acknowledge behavior changes which are necessary to reintegrate back into society.
 - Follow up supervision in the community
 - Enough jail beds to place the offender back in jail when s/he fails to comply with the conditions of non-jail sanctions.

5. Because funds from the State cannot and will not address the current corrections capacity and systems problems in Multnomah County, Multnomah County is committed to placing before the voters in May, 1996, a General Obligation Bond and a renewed and expanded Public Safety Serial Levy.

6. The Board will forward for public review a General Obligation Bond proposal which will include, but may not be limited to:
 - a new facility on an as yet unidentified property which will expand the capacity of the system by 210 beds;
 - expand the capacity of the new Inverness facility by 75 beds and replace the current 45 bed Warehouse Annex temporary jail,
 - at least 150 beds providing supervised residential drug and alcohol, work release, and/or mental health services for offenders as they begin the transition back to the community and
 - debt financing for the newly constructed and expanded Multnomah County Juvenile Detention Facility.

7. To reduce the construction time on the new Inverness Facility, Multnomah County will advance the estimated \$900,000 costs for design and site preparation during this fiscal year. These funds will be repaid from 1145 Construction Funds and the General Obligation Bond.

8. The Board will forward for public review a Public Safety Serial Levy focusing on operational funding for the new jail, the additional beds at the new Inverness site, the residential facilities, the temporary Warehouse jail, and expanding the Multnomah County Restitution Center from 120 to 160 beds.

8. The Board will develop a plan to fund operating costs of these new facilities through SB1145 operational funding and public safety serial levies. With the completion of the two jails and the residential beds, the corrections capacity in Multnomah County will be increased by 655 jail beds and 300 residential beds. If 330 jail beds are used for SB1145 offenders and 200 jail beds are needed to eliminate the matrix release problem, Multnomah County will have 125 beds available to deal with the growth in pretrial population. Growth in the SB1145 population should be addressed in future Legislative sessions.
9. Multnomah County is committed to using funds currently devoted to retirement of debt financing of the new and expanded Juvenile Facility to provide cost effective interventions earlier in the lives of potential offenders and their families. Components include:
 - child abuse treatment for victims and offenders;
 - programs to keep at risk children in schools;
 - programs and shelter space to reduce the incidence of domestic violence;
 - developing a pilot community court to resolve neighborhood quality of life crimes;
 - residential alcohol and drug services for juvenile offenders;
 - counselors to work with families of juvenile offenders to assist them in ending the criminal patterns of their children;
 - conflict resolution services.
 - short-term residential evaluation, treatment, placement planning and family reunification services for children removed from the home for their own safety.
10. During the jail construction phase Multnomah County will use levy resources to improve the information technology systems of the public safety agencies. These improvements will provide better information collection and more efficient use of current resources and assist in tracking offenders through the system.
11. During the jail construction phase Multnomah County will also use levy resources to enhance the system's ability to evaluate the effectiveness of different corrections sanctions in meeting the benchmarks.
12. The Board of County Commissioners commits to holding a series of public meetings in conjunction with the new Local Public Safety Coordinating Council to discuss the public safety strategy and seek additional community input; and

IT IS FURTHER RESOLVED that Multnomah County is committed to continuing to work in partnership with the City of Portland to positively impact public safety. In connection with the proposed General Obligation Bond and Public Safety Levy, Multnomah County will ask the City of Portland to jointly develop proposals for joint funding in the areas of:

- alcohol and drug free housing;
- domestic violence;
- after school activities for youth;
- community courts to more effectively address quality of life crimes;
- opening a Mental Health Triage Center; and

IT IS FURTHER RESOLVED that the Board is also committed to sharing the strategy with the Multnomah County legislative delegation and seeking their support.

IT IS FURTHER RESOLVED, that following public review, the Board of County Commissioners will approve appropriate ballot title language for the Bond and the Levy in February, 1996.

APPROVED this 21st day of November, 1995.



MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

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

By *Laurence Kressel*
Laurence Kressel

October 8, 1996

Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

Budget and
Management
Division

RE: SB 1145 Financing Title Insurance Waiver

The Multnomah County Board Chair provided to the Oregon Department of Administrative Services a certification that the property being leased to the State to secure the approved financing of the Multnomah County Corrections Project has no liens, mortgages or leases against it. In addition the County provided the Department with the title insurance policy dated April 28, 1988. Based on that certification and policy the Department of Administrative Services waives the requirement that Multnomah County purchase a standard form of title insurance policy in the amount of the State financing.

Regards,


Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

October 8, 1996

Dave Boyer, Finance Director
Multnomah County
P.O. Box 14700
Portland, OR 97293-0700

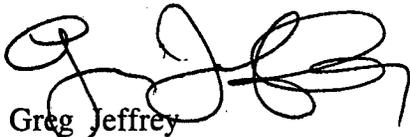
Budget and
Management
Division

RE: SB 1145 Financing Documents

Enclosed are two sets of Facilities Lease and Sublease documents for execution of a large portion of the state funding of the Multnomah County SB 1145 project. Also enclosed is a waiver of the need by the County to obtain additional title insurance.

Please obtain the signature of the Chair of the Multnomah Board of Commissioners on all four of the documents. The signatures must be notarized on the marked pages. When complete please return the documents to me along with an opinion of the Multnomah County Legal Counsel in the form that was distributed to you earlier. I will obtain the state official signatures to execute the leases. State funds will be available for disbursement after the County is granted a conditional use permit by the City of Portland. Your recent letter indicates the permit should be obtained in November 1996. Please call me at 503 378-3107 if I can provide any additional information.

Regards,



Greg Jeffrey
Finance Manager

waiver

John A. Kitzhaber
Governor



155 Cottage Street, NE
Salem, OR 97310
(503) 378-3106
FAX (503) 373-7643

Legal Opinion

Oregon Department of Administrative Services

Oregon Department of Corrections

Subject: Facilities Lease and Facilities Sublease for Multnomah County, Oregon

I am the County Counsel for Multnomah County, Oregon (the "County"). In my capacity as County Counsel I have reviewed copies of a Facilities Lease and a Facilities Sublease (collectively, the "Leases") between the County and the State of Oregon, acting by and through its Department Of Administrative Services, (the "State"). The Leases are dated _____, 1997 and have been executed on behalf of the County by Beverly Stein ("the County Official").

I have examined the law and any other documents which I deem necessary to render this opinion.

Based on my examination, I am of the opinion, under existing law, as follows:

1. The Leases have been legally authorized by the Board of County Commissioners of the County under and pursuant to the Constitution and Statutes of the State of Oregon and the charter of the County. The Leases have been duly executed on behalf of the County Official upon proper authorization and execution of the Leases by the State, the Leases will constitute valid and legally binding obligations of the County which are enforceable against the County in accordance with their terms. I note, however, that the enforcement of the Leases against the County may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and that the enforcement of the Leases against the County may also be subject to the exercise of judicial discretion in appropriate cases.

2. Execution and delivery of the Leases, and the performance of the County's obligation under the Leases, does not materially conflict with, or cause a default under, any contract or agreement to which the County is a party.

3. No litigation is pending against the County, and to the best of my knowledge after reasonable investigation, no litigation is pending or threatened against the County or any of the County's agents, which would, if decided adversely to the County, materially and adversely affect: (i) the validity or enforceability of the Leases against the County; or, (ii) the performance by the County of its obligations under the Leases.

Respectfully submitted,

Laurence Kressel, County Counsel for Multnomah County

By _____

John Thomas
Assistant County Counsel



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500317
Amendment # _____

MULTNOMAH COUNTY OREGON

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

Department Support Services Division Finance Date 10-23-96
 Contract Originator Dave Boyer Phone 3903 Bldg/Room 106/1430
 Administrative Contact Theresa Sullivan Phone 3635 Bldg/Room 106/1430
 Description of Contract SBl145 Facilities Lease and Sublease agreement between Multnomah County and State of Oregon.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State of Oregon
 Mailing Address 155 Cottage Street NE
Salem OR 97302
 Phone 378-3106
 Employer ID# or SS# _____
 Effective Date Upon execution
 Termination Date 20 years from execution
 Original Contract Amount \$ 0
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager *Paul Boyer*
 Purchasing Director (Class II Contracts Only) _____
 County Counsel *Theresa Sullivan*
 County Chair / Sheriff _____
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 10/22/96
 Date _____
 Date _____
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

Facilities Lease

THIS FACILITIES LEASE is dated as of _____, 1997, and is executed by Multnomah County, as lessor, and the State of Oregon, acting by and through its Department of Administrative Services, as lessee.

1. Definitions

Definitions. Capitalized terms used in this Facilities Lease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

“Act” means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

“County’s Project Manager” means the Facilities Manager or designee.

“County” means Multnomah County, Oregon.

“County Contribution” means the amount of \$NONE which the County is contributing to the cost of the County Corrections Project, which is described in Section 3.5 of this Facilities Lease.

“County Corrections Facilities” means the facilities described in Exhibit A to this Facilities Lease which are leased to the State under this Facilities Lease.

“County Corrections Project” means the corrections facilities to be constructed by the County which are described in Exhibit B to this Facilities Lease.

“County Executive” means the Chair, Multnomah County Board of Commissioners.

“Defeasance Amount” means an amount sufficient to fund a defeasance escrow reasonably satisfactory to the Trustee, which is sufficient to pay, or prepay, all unpaid principal, interest and redemption premiums on the portion of the State Loan which is allocable to financing the County Corrections Project, and to pay any costs necessary to effect the defeasance. The portion of the State Loan which is allocable to the County Corrections Project shall be determined as follows: The State shall calculate the “Total Net Proceeds” which is amount of net proceeds (after payment of any original issue discount, underwriter’s discount and issuance costs) for the State Loan which were received on the date the State Loan was made to the State. The State shall then calculate the “Project Proceeds” which is the amount of the Total Net Proceeds (as of the date the State Loan was made) which were used to finance the County Corrections Project which is proposed to be released. The State shall then calculate the “Project Fraction” by dividing the Project Proceeds by the Total Net Proceeds. The State shall then calculate the “Project Principal” by multiplying the Project Fraction by the total principal amount of the State Loan and rounding up to the nearest \$5,000. The State shall then calculate the “Project Debt Service” by calculating the debt service on the State Loan which is allocable to the Project Principal, assuming the Project Principal and associated interest are repaid with approximately level debt service over a period of approximately twenty years from the date the State Loan was made. The unpaid debt service allocable to a County Corrections Project shall be the Project Debt Service on the 1996 Series A Certificates which has not been paid on the date the County deposits the Defeasance Obligations in irrevocable escrow with the Trustee pursuant to Section 4.5.

“Facilities Lease” means this Facilities Lease.

“Lease Term” means the term of this Facilities Lease, as specified in Section 4.2 hereof.

“Lessee” means the State, prior to foreclosure of the Mortgage, and the Replacement Lessee, after foreclosure of the Mortgage.

“Minor Encumbrances” means liens for taxes which are not delinquent, and any easements, minor defects or encumbrances which do not materially interfere with the use of the County Corrections Project.

“Mortgage” means the Trust Deed, from the State, as grantor, conveying the State’s leasehold interest in the County Corrections Facilities to the Trustee, as beneficiary.

“Project Financing” means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of the Sublease.

“Replacement Lessee” means the person who acquires the rights of the State under this Facilities Lease as a result of foreclosure of the Mortgage.

“State’s Project Manager” means the Community Corrections Administrator of Corrections.

“State” means the State of Oregon, acting by and through its Department of Administrative Services.

“State Lenders” means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

“State Loan” means the initial loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

“State Loan Documents” means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

“Sublease” means the Sublease of the County Corrections Facilities from the State, as sublessor, to the County, as sublessee.

“Trustee” means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

“Hazardous Material” means any and all hazardous or toxic substances, wastes or materials as listed or defined by any federal, state or local statute, regulation or ordinance pertaining to the protection of human health or the environment.

2. Recitals

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the acquisition, expansion, improvement or construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State pursuant to this Facilities Lease. To provide additional security for the State Loan, the State will enter into the Mortgage in favor of the Trustee.

2.4 The State and the County will enter into the Sublease to give the County the right to possess the County Corrections Facilities for the term stated in the Sublease.

3. Representations and Warranties of the County

3.1 The County is the owner of fee simple title to the County Corrections Facilities, free and clear of all encumbrances other than Minor Encumbrances.

3.2 The County has: purchased a standard form of title insurance policy in the amount of the Project Financing, insuring the State's leasehold interest in the County Corrections Facilities; or, has provided other evidence satisfactory to the State that the County has marketable title to the County Corrections Facilities, and has received a written waiver from the State of the requirement that the County provide the title insurance described in the first clause of this sentence.

3.3 The County has requested the State to finance the County Corrections Project pursuant to the Act.

3.4 This Facilities Lease has been duly authorized by the County, and constitutes a valid and binding agreement of the County which is enforceable against the County in accordance with its terms.

3.5 The County has made a County Contribution in the amount of \$NONE from County funds to finance earlier elements of the County Jail Project. The County attests that all actions required by law for the County to acquire and spend the County Contribution have been taken, and that the County Contribution is now available to be spent on the County Corrections Project.

3.6 The County warrants that all land use approvals and development permits required under local zoning or development ordinance, state law and federal law for the use of the land on which the County Corrections Project will be located as a correctional facility of the type and extent funded by this Facilities Lease have been obtained. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12), and does not include building permits or certificates of occupancy. The County has provided to Corrections a list of all land use approvals and development permits the County has obtained.

3.7 No litigation or claims (environmental or otherwise) are pending against the County regarding the County Corrections Project except those which have been disclosed by the County to Corrections and the Department in writing.

4. Lease, Term, Rent and Use of County Corrections Facilities

4.1 The County hereby leases to the Lessee, and the Lessee hereby leases from the County, the County Corrections Facilities on the terms and conditions set forth below.

4.2 The term of this Facilities Lease shall begin on the date of this Facilities Lease and shall end at midnight on the earlier of:

- 4.2.1 the tenth anniversary of the final maturity date of the initial State Loan;
- 4.2.2 if the Mortgage has not been foreclosed, the date on which the State Loan is paid in full, or,
- 4.2.3 the date on which the County pays the Defeasance Amount to the Trustee pursuant to Section 4.5.

4.3 This Facilities Lease is not subject to renewal or extension.

4.4 The County leases the County Corrections Facilities to the Lessee for the term of this Facilities Lease in consideration of the State providing the Project Financing to pay costs of the County Corrections Project, as provided in the Sublease. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.

4.5 If the Mortgage has not been foreclosed, the County may terminate this Facilities Lease prior to the expiration of its term by giving the State and the Trustee not less than 30 days prior written notice, and by paying the Defeasance Amount to the Trustee.

4.6 For so long as the Sublease is in effect, the State shall sublease the County Corrections Facilities solely to the County.

4.7 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has not been foreclosed, the State may use the County Corrections Facilities for any lawful purpose, including renting or leasing the County Corrections Facilities to third parties. Any agreement between the State and a third party for use of the County Corrections Facilities shall terminate upon foreclosure of the Mortgage.

4.8 If the Sublease is terminated prior to termination of this Facilities Lease and the Mortgage has been foreclosed, the Replacement Lessee shall have the obligations described in Section 6.

4.9 The County covenants that the State and any Replacement Lessee shall have quiet enjoyment of the County Corrections Facilities for the term of this Facilities Lease, subject only to the rights of the County under the Sublease during the term of the Sublease.

4.10 The State shall notify the County promptly if: the Legislative Assembly fails to appropriate sufficient funds to pay the State Loan; or, the State is notified by the Trustee that an event of default has occurred under the State Loan documents or that the Trustee intends, for any reason, to foreclose the Mortgage.

5. Leasehold Mortgage

5.1 The State shall have the right to place the Mortgage against the County Corrections Facilities to secure the State Loan. Placing the Mortgage against the County Corrections Facilities shall not release the State from any of its obligations under this Facilities Lease, and the State shall remain liable to perform all of its agreements and covenants hereunder.

5.2 The County will execute, acknowledge and deliver to the State and the Trustee, promptly upon request, a certificate certifying (i) that this Facilities Lease is unmodified and in full force and effect (or, if there have been modifications, that this Facilities Lease is in full force and effect as modified, and stating the modifications), (ii) the dates, if any, to which sums payable hereunder have been paid and (iii) whether or not, to the knowledge of the County, there are then existing any defaults under this Facilities Lease (and if so, specifying the same).

5.3 The County agrees to provide the Trustee with a copy of any notice of default given to the State hereunder. The copies of such notices shall be transmitted to the Trustee concurrently with and by the same manner of delivery in which the original notice is given to the State. The Trustee shall have the same right to cure or correct any default on the part of the State to the same extent that the State has to cure or correct such default, and the County shall be bound to accept such cure or correction from the mortgagee to the same extent that it would be if tendered by the State.

5.4 The County and the State agree to amend this Facilities Lease to the extent necessary to include customary leasehold mortgage provisions required by the Trustee at no cost or expense to the County so long as the requested changes do not materially adversely affect the County's rights or interest in the County Corrections Facilities.

6. Obligations of Replacement Lessees

6.1 If the Trustee forecloses the Mortgage, possession of the County Corrections Facilities will pass to a Replacement Lessee for the term of this Facilities Lease. This Section 6 states the obligations of Replacement Lessees. A Replacement Lessee shall comply with the provisions of this Section 6, and all provisions of this Facilities Lease except those which apply by their terms only to the State, during the entire period that the Replacement Lessee is entitled to possession of the County Corrections Facilities.

6.2 Each Replacement Lessee shall:

6.2.1 Pay any and all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the County Corrections Facilities, or personal property or fixtures which are part of the County Corrections Facilities during the Lease Term;

6.2.2 Keep the property free from all liens and encumbrances, except for liens for current taxes or assessments which are not delinquent.

6.2.3 Maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Facilities Lease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, State, municipal or other governmental agencies having or claiming jurisdiction.

6.2.4 Pay the County's reasonable costs of maintaining the insurance described in Section 7.4, or provide that insurance if the County fails to do so.

6.2.5 pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities, including any costs billed by the County pursuant to Section 7.3.

6.2.6 operate and use the County Corrections Facilities in a manner which is reasonably compatible with the uses of adjoining property owned by the County.

6.2.7 indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time the Replacement Sublessee was entitled to possession of the County Corrections Facilities.

6.3 A Replacement Lessee may contest in good faith the validity or amount of any tax, assessment or charge in accordance with the procedures established by statute or administrative rule for such contest so long as the County Corrections Facilities are not subjected to any lien as a result of the contest.

6.4 A Replacement Lessee shall pay all amounts required by this Facilities Lease unconditionally, and shall not be entitled to offset against payments required by this Facilities Lease any claim the Replacement Lessee may have against the Trustee, the County or the State of Oregon.

7. Obligations of the County Regarding Taxes, Utilities and Insurance.

7.1 The County is exempt from taxation, is currently the owner of the County Corrections Facilities, and will be the user of the County Corrections Facilities on commencement of this Facilities Lease. Any taxes, assessments and charges on the County Corrections Facilities during the term of this Facilities Lease shall be paid by the County, to the extent they are not paid by any Replacement Lessee.

7.2 During the term of this Facilities Lease the County shall pay when due all charges for electricity, natural gas, water, sewage, telephone, refuse collection and all other services or utilities used on or in connection with the County Corrections Facilities which are not paid by the State or any Replacement Lessee.

7.3 If the Sublease is terminated prior to termination of this Facilities Lease, the County shall make available to the Lessee all electricity, natural gas, water, sewage, telephone, refuse collection and all other services, amenities or utilities which were available for the County Corrections Facilities during the term of the Sublease, or were intended to be available for the County Corrections Facilities during the term of the Sublease, including use of exercise areas, food service, and other amenities which were required or available for the County Corrections

Facilities prior to termination of the Sublease. If any such services or utilities are provided by or billed through the County, the County shall bill the Lessee for such utilities and services at the County's cost. The County shall not be obligated to provide the Lessee with administrative services in connection with processing inmates housed at the County Corrections Facilities.

7.4 The County shall maintain in full force and effect throughout the entire term of this Facilities Lease, property insurance for the perils of all risks of direct physical loss or damage including earthquake and flood covering the County Corrections Facilities in an amount at least equal to the amount of the Project Financing, plus the amount of the County Contribution. Such property insurance shall include coverage in an amount not less than the lesser of: 100% of the full replacement cost of the County Corrections Facility; or the sum of the Project Financing plus the County Contribution. The Trustee and the State of Oregon shall be named as loss payees as their interests may appear. The Trustee and the State of Oregon shall be provided written notice of any cancellation or material modification to the policy at least 30 days prior to the effective date of such cancellation or change. A properly executed certificate of insurance shall be provided to the Trustee and the Department prior to commencement of any construction, and thereafter, at least 30 days prior to the effective date of any renewal or replacement policy. The policy shall be issued by companies licensed or authorized to provide insurance in the State of Oregon. The policy shall be written by an insurance company that meets or exceeds an A VII rating of A.M. Best Company or for those qualified companies that are not rated by A.M. Best Company a rating equivalent or better than an A.M. Best A VII. The County's deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more, without prior written permission of the State of Oregon.

7.5 Any proceeds of the policies described in Section 6.2.4 and Section 7.4 and any net proceeds of condemnation of the County Corrections Facilities shall be paid into a joint account of the State and the County, and shall be applied to rebuild, restore or replace the County Corrections Facilities in a manner acceptable to the State, the County and any Replacement Lessee. If the State, the County and any Replacement Lessee are unable to agree on how the County Corrections Facilities are to be rebuilt, restored or replaced, the parties shall attempt to resolve the matter through the dispute resolution procedures provided in Section 15, below. If the parties are still unable to agree, an amount of insurance proceeds equal to the Defeasance Amount (or all of the proceeds, if they are less than the defeasance amount) shall be paid to the Trustee and used to defease the State Loan, and any balance of the insurance proceeds shall be paid jointly to the County and any Replacement Lessee. Any proceeds remaining after defeasance shall be paid to the order of the County and any Replacement Lessee; and shall be divided between the County and any Replacement Lessee *pro rata*, based upon the remaining term of this Facilities Lease and the remaining useful life of the County Corrections Facilities. The County shall cooperate fully with the State and any Replacement Lessee to obtain the largest possible recovery but the County shall not be obligated to incur any expense or cost in that connection.

8. Ownership of the Improvements

Regardless of who may own improvements constructed on the County Corrections Facilities during the Lease Term, all improvements located on the County Corrections Facilities at the expiration or sooner termination of this Facilities Lease shall become the property of the County, free and clear of all claims of the State or anyone claiming under the State.

9. Assignment; Subletting; Use by the State

9.1 The State shall not assign or otherwise transfer the State's interest in this Facilities Lease except pursuant to the Mortgage.

9.2 The County shall have no right to possess the County Corrections Facilities during the Lease Term, except by virtue of the Sublease.

9.3 The State may use the County Corrections Facilities for any lawful purpose during the term of this Facilities Lease, if the Sublease is terminated pursuant to Section 4.3.2 or 4.3.3 of the Sublease.

9.4 To the fullest extent permitted by law, the State shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the County Corrections Facilities of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material), but only if the hazardous substance was introduced onto the County Corrections Facilities during the time in which the State was entitled to possession of the County Corrections Facilities because the Sublease had been terminated but the Mortgage had not been foreclosed.

10. Condemnation

If all or any portion of the County Corrections Facilities are condemned, the net proceeds of the condemnation shall be applied as provided in Section 7.5.

11. Default and Remedies

11.1 It shall constitute a default and breach under this Facilities Lease if the State fails to perform any term, condition or covenant of this Facilities Lease within 30 days after written notice from the County specifying the nature of the failure with reasonable particularity. If the failure is of such a nature that it cannot be completely remedied within the 30-day period, the failure shall not be a default if the State begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as practicable.

11.2 Upon default and after the notice period described in 11.1 above, the County may, after having attempted in good faith to resolve any dispute related to the default as provided in Section 15, bring an action at law to recover damages for any breach, and may seek any equitable remedies which may be available; however, this Facilities Lease shall not be terminable because of any breach by the State prior to payment in full (or provision therefor) of the entire State Loan which is allocable to financing the County Corrections Project.

12. Indemnity

12.1 Indemnification of State by County.

12.1.1 To the fullest extent permitted by Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the County shall defend, indemnify and hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, and the officers, employees and agents of each against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the County to fulfill the County's obligations under this Facilities Lease or the County's obligations under the Sublease; (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of certificates of participation that is based on or reflects written information provided to the State by the County that is untrue or incorrect in any material respect or which contains an omission by the County of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading; and (iii) arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions, claims or actions arising out of the County's treatment of offenders, the conditions of confinement at any County administered facility, or the imposition by the County of sanctions or disciplinary measures with respect to offenders.

12.1.2 It is provided, however, that the County shall not be required to indemnify, defend or hold harmless the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents against any claim or liability resulting from the wrongful acts or negligence of the State of Oregon, the Office of the State Treasurer, its Department of Administrative Services, its Department of Corrections, or their officers, employees or agents.

12.1.3 This indemnity agreement is in addition to any liability which the County otherwise may have. The contractual and quasi-contractual damages which may be claimed against the County shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the State of Oregon, its Department of Corrections, or the officers, employees or agents of either, the entity or person for whom indemnity may be sought from the County shall promptly notify the County in writing setting forth the particulars of such claim or action and the County shall assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the County cannot for any reason adequately defend such the interests of such person or entity.

12.2 Indemnification of County by State.

12.2.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), the State shall indemnify, defend and hold harmless the County, its officers, employees and agents, against any and all losses, claims, damages, liabilities and expenses: (i) arising out of the failure of the State to fulfill the State's obligations under this Facilities Lease or the Sublease; and (ii) arising out of any statement or information in any Preliminary Official Statement, Official Statement or other disclosure document published in connection with the issuance of the Certificates of Participation that is based on or reflects information provided or developed by the State that is untrue or incorrect in any material respect or which contains an omission by the State of any statement or information required to be stated therein or necessary to make the statements therein not materially misleading, it being specifically agreed that the State's obligations under this subparagraph (ii) shall not extend to or include any statement, information or omission which is provided or developed by any person or party other than the State, its officers, or employees.

12.2.2 Notwithstanding any other provision of this section 12.2, the State's indemnification, defense and hold harmless obligations shall in no event extend to or include any losses, claim, damages, liabilities or expenses arising from any claims, actions, suits or other proceedings brought or asserted by third parties, including but not limited to tort actions arising out of the County's confinement or treatment of offenders, the conditions of confinement at any County administered facility, the imposition by the County of sanctions or disciplinary measures with respect to offenders, or any proceedings in the nature of criminal prosecutions, appeals from convictions, parole or probation revocations or proceedings in the nature of habeas corpus or post-conviction relief. It is also provided that the State shall not be required to indemnify, defend or hold harmless the County or its officers, employees or agents against any claim or liability arising out of the wrongful acts or negligence of the County, or its officers, employees or agents.

12.2.3 The County expressly understands and agrees that the State shall have no liability whatsoever to the County, its officers, employees or agents, in any way arising out of or resulting from any failure or refusal by the Oregon Legislative Assembly to appropriate or otherwise provide sufficient funds to pay principal of and interest on any certificates of participation issued by the State under the Act.

12.2.4 This indemnity agreement is in addition to any liability which the State otherwise may have. The contractual and quasi-contractual damages which may be claimed against the State shall not exceed those amounts permitted by the Oregon Constitution. Tort damages shall not exceed the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300 (the "Tort Claims Act"), and shall be subject to the restrictions set forth in the Tort Claims Act unless the provisions and limitations of the Tort Claims Act are preempted by federal law, including but not limited to, the federal securities laws. In case any claim that is subject to this indemnity provision shall be made or action brought against the County, its officers, employees or agents,

the entity or person for whom indemnity may be sought from the State shall promptly assume the defense thereof, including the retaining of counsel and the payment of all reasonable expenses. Such entity or person shall have the right to retain, at its own expense, separate counsel in any such action and to participate in the defense thereof in the event that in such entity's or person's judgment the counsel retained by the State cannot for any reason adequately defend the interests of such person or entity.

13. Hazardous Substances

County shall indemnify and hold harmless the Trustee from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims (collectively, "Claims") arising out of or relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Property of any Hazardous Material (including, without limitation, any Claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material). However, the County shall not be required to indemnify the Trustee for any claims for which a Replacement Lessee is required to indemnify the Trustee pursuant to Section 6.2.7, or the State is required to indemnify the Trustee pursuant to Section 9.4.

14. Surrender on Termination

14.1 Upon expiration of the Lease Term, the Lessee shall surrender possession of the County Corrections Facilities to the County. All portions of the County Corrections Facilities shall become the County's property at the date of expiration of this Facilities Lease.

14.2 Failure by the Lessee to vacate the County Corrections Facilities at the time specified in this Facilities Lease shall not constitute a renewal or extension or give the Lessee any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the Lessee shall be deemed a tenant at sufferance, and shall, to the extent permitted by Article XI, Section 7 of the Oregon Constitution, defend and indemnify the County from all liability and expense resulting from the failure or delay of the Lessee to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the Lessee's failure to so surrender.

15. Dispute Resolution

15.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Lease, the parties agree to the following resolution process:

15.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Lease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

15.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's

Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

15.1.3. In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

15.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

16. Miscellaneous

16.1 Waiver by either party of strict performance of any provision or term of this Facilities Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

16.2 All notices under this Facilities Lease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the County or the State at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave. Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

16.3 If suit or action is instituted to enforce this Facilities Lease, or in connection with any claim or controversy arising out of this Facilities Lease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Facilities Lease, attorney fees may be awarded by the arbitrators

as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

16.4 The invalidity or illegality of any provision of this Facilities Lease shall not affect the remainder of the Facilities Lease.

16.5 This Facilities Lease and the party's rights under it shall be construed and regulated by the laws of the state of Oregon.

16.6 At the request of either party the parties will execute and acknowledge a memorandum of lease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Facilities Lease, and either party may record the memorandum.

16.7 Any legal action regarding this Facilities Lease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

Board of County Commissioners
Multnomah County, Oregon,
the "County"

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")

Beverly Stein, Chair

Director or Deputy, Department of
Administrative Services

REVIEWED

By 

MULTNOMAH COUNTY COUNSEL

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # _____ DATE _____

BOARD CLERK

State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997, by _____, the Director or Deputy Director of the Department of Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997, by _____, the _____ of Multnomah County, Oregon, on behalf of the County.

Notary Public for Oregon
My commission expires:

Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, TIN, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37' 09" E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, TIN, R2E, W.M.; thence N 66° 39' 25" W, 959.84 feet to a point; thence S 28° 29' 35" W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N 43° 46' 54" E, 355.51 feet, and an iron pipe bears S 44° 48' 56" W, 96.68 feet; thence N 60° 48' 05" W, 246.26 feet to an iron pipe; thence N 79° 49' 56" W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, TIN, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers's centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, TIN, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

Facilities Sublease

THIS FACILITIES SUBLEASE is dated as of _____, 1997 and is executed by the State of Oregon, acting by and through its Department of Administrative Services, as State, and Multnomah County, as sublessee.

1. Definitions.

Capitalized terms used in this Facilities Sublease shall have the meanings defined for such terms in this section, unless the context clearly requires otherwise.

“Act” means Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature).

“Code” means the Internal Revenue Code of 1986, as amended.

“Corrections” means the Department of Corrections acting as representative of the State.

“County’s Project Manager” means the Facilities Manager or designee.

“County” means Multnomah County, Oregon.

“County Contribution” means the amount of \$NONE, which the County is contributing to the cost of the County Jail Project, and which is described in Section 3.5 of the Facilities Lease.

“County Corrections Facilities” means the facilities described in Exhibit A to this Sublease.

“County Corrections Project” means the corrections facilities to be constructed by the County which are described in Exhibit B to this Sublease.

“County Executive” means the Chair, Multnomah County Board of Commissioners.

“Department” means the Department of Administrative Services of the State of Oregon.

“Facilities Lease” means the Facilities Lease in which the County, as lessor, leases the County Corrections Facilities to the State, as lessee.

“Material Change” means a change that would modify the character, scope, purpose or location of the County Corrections Project recommended to and approved by the Oregon Legislature. Those would include but not be limited to changes that would increase or decrease bed capacity; project location on the leased property; function the project was approved to serve, for example, to change a minimum security capacity project to an alcohol and drug treatment facility.

“Mortgage” means a leasehold mortgage on the State’s interest in the Facilities Lease, from the State, as mortgagor, to the Trustee, as mortgagee.

“Project Financing” means the grant of \$31,775,000 to the County for the County Corrections Project, which is made pursuant to Section 5.1 of this Sublease.

“State’s Project Manager” means the Community Corrections Administrator of Corrections.

“State Lenders” means the owners of certificates of participation which are issued to finance the County Corrections Project, or any other person entitled to receive the debt service payments due under the State Loan Documents.

"State Loan" means the loan obtained by the State to finance the County Corrections Project and any loans obtained by the State to refinance the initial loan to finance the County Corrections Project, so long as the refinancings mature on or before the final maturity date of the initial loan.

"State Loan Documents" means the loan agreement, trust agreement, certificates of participation and related documents executed by the State to obtain the State Loan.

"Sublease" means this Facilities Sublease.

"Trustee" means the Trustee designated in the State Loan Documents to act on behalf of the State Lenders.

2. Recitals.

The parties recite:

2.1 The State has agreed to provide funds pursuant to the Act for the construction of the County Corrections Project, which will be owned by the County.

2.2 The State will borrow the funds through the State Loan Documents.

2.3 The County has leased the County Corrections Facilities to the State under the Facilities Lease. To provide additional security for the State Loan, the State will execute the Mortgage on the Facilities Lease in favor of the Trustee.

2.4 The State and the County now enter into this Sublease to give the County the right to possess the County Corrections Facilities for the term of this Sublease.

3. Agreement to Sublease.

The State hereby leases to the County, and the County hereby leases from the State, the County Corrections Facilities on the terms and conditions set forth below.

4. Term and Use of County Corrections Facilities

4.1 The term of this Sublease shall begin on the Closing Date and shall continue to midnight on the tenth anniversary of the last scheduled principal payment on the State Loan, unless it is sooner terminated as provided in Section 4.3 of this Sublease.

4.2 This Sublease is not subject to renewal or extension.

4.3 This Sublease shall terminate on the earlier of:

4.3.1 the date on which Mortgage is foreclosed;

4.3.2 the date on which the responsibility for correctional services reverts to Corrections after the County discontinues participation in the community corrections program pursuant to Section 6 of the Act;

4.3.3 the date on which the State terminates this Sublease pursuant to Section 12.3 of this Sublease; or,

4.3.4 the date on which the Facilities Lease terminates.

4.4 The State subleases the County Corrections Facilities to the County for the term of this Sublease in consideration of the execution of the Facilities Lease and the agreement by the

County to construct the County Corrections Project in accordance with Section 5 of this Sublease.

4.5 . The County shall construct and use the County Corrections Project in accordance with Oregon law and for the purposes described in the Act.

4.6 The State covenants that the State shall not interfere with the County's quiet enjoyment of the County Corrections Facilities for the term of this Sublease, subject only to the rights of the State under Section 5 of this Sublease.

4.7 Nothing in this Sublease shall be construed to limit the regulatory or police powers of the State.

5. Construction of County Corrections Project.

5.1 The State agrees to provide the County the Project Financing approved by the Legislative Assembly to pay costs of the County Corrections Project in an amount of not more than \$31,775,000. The Project Financing shall be paid to the order of the County in installments, as amounts are required by the County to pay actual costs of the County Corrections Project. Advance payments will not be permitted. If payments are for costs of County labor or other services, the State shall not provide Project Financing for such costs and expenses until the labor or services have been provided. The County and the State agree that the State's maximum monetary obligation with respect to the County Corrections Project shall in no event exceed \$31,775,000. In the event that the costs of the County Corrections Project exceed the Project Financing, the County shall be responsible for all additional costs, and shall have no claim against the State for any amount that exceeds \$31,775,000.

5.2 The County shall be responsible for organizing, advertising and obtaining bids for all aspects of the County Corrections Project in accordance with applicable law and local contracting procedures including but not limited to: site acquisition, site development, construction, equipping and implementation of the County Corrections Project. The County shall be responsible for awarding and managing all contracts and property acquisition procedures necessary to complete the County Corrections Project in accordance with the plans and specifications for the County Corrections Project which Corrections has approved.

5.3 The County shall require the general contractor to provide, at its own expense, builder's risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the contract. Any deductible shall not exceed \$50,000 each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the State of Oregon and the Trustee, as its interests may appear.

5.4 The County agrees to have plans and specifications for the County Corrections Project prepared by a licensed architect. The County may let all contracts for work required to prepare final plans and specifications without the approval of Corrections as long as the total expected costs of those contracts does not exceed 15% of the amount of the Project Financing. After the final plans and specifications are developed, the County shall file those plans and specifications and a comprehensive budget for the County Corrections Project with Corrections, and shall obtain the written approval of Corrections for those plans and specifications and the budget

before letting any remaining contracts for project work, and commencing construction of, the County Corrections Project. Corrections shall review and approve or deny approval of plans and specifications expeditiously.

5.5 The County agrees to construct the County Corrections Project in accordance with the plans and specifications and budget which Corrections has approved. All change orders that create a Material Change in the plans and specifications or increase the budget above the amount approved by Corrections must be approved by Corrections in advance and in writing. Corrections must be advised of all other change orders and their impact on the County Corrections Project budget within 10 days of their approval by the County or County representative.

5.6 The County agrees not to approve material changes to the plans and specifications or budget changes to the County Corrections Project that increase the budget to more than the amount approved by Corrections, unless the County first obtains the written consent of Corrections. Corrections must be advised of all changes to the plans and specifications that are not material or budget changes that do not increase the budget to more than the approved project amount within 10 days of their approval by the County or County representative.

5.7 To obtain a disbursement of the Project Financing for actual costs of the County Corrections Project, the County shall submit a requisition to Corrections on a form approved by the State, with such information as the State may reasonably require, including invoices from contractors and the amount of the County Contribution which will be applied to pay the costs for which the requisition is submitted. Corrections shall verify that the requisition is consistent with this Sublease and the plans, specifications and budget for the Project, and that the requisition, together with past requisitions for the County Corrections Project, does not exceed the amount of the Project Financing. If Corrections approves the requisition, Corrections shall submit the requisition to the Department according to the manner described in the Interagency Agreement between Corrections and the Department in connection with the State Loan. The Department shall submit the requisition to the Trustee with instructions that the requisitioned amount be paid as described in the requisition form. Corrections and the Department shall process requisitions expeditiously.

5.8 Neither execution of this Sublease nor approval of plans and specifications for the County Corrections Project by Corrections shall be construed as a representation or warranty by the State that the plans and specifications for the County Corrections Project are adequate.

5.9 The County agrees to complete the County Corrections Project in accordance with the plans and specifications which Corrections has approved. The County shall pay all costs of the County Corrections Project from the Project Financing, and, if those amounts are not sufficient, from other legally available funds of the County. The State shall not be obligated to pay the County any costs of the County Corrections Project which exceed the Project Financing.

5.10 The State and its representatives shall have access to the County Corrections Project at all reasonable times throughout the term of this Sublease to inspect the construction, operation and maintenance of the County Corrections Project.

5.11 The County shall file a completion certificate, in substantially the form attached to the Sublease as Exhibit E, upon substantial completion of the County Corrections Project.

5.12 Prior to commencement of any construction, the County shall require that the general contractor procure and maintain in full force and effect throughout the entire term of the construction and for one year after completion and acceptance by the County, a performance and Payment Bond for the faithful performance and payment of all contractor's obligations for the total cost of the County Corrections Project. The County shall be named as the obligee on the Bond.

6. The Act

The State has agreed to finance the County Corrections Project pursuant to the Act. The County agrees to carry out its obligations under the Act, including but not limited to:

6.1 When a county assumes responsibility under ORS 423.500 to 423.560 for correctional services previously provided by Corrections, the county and Corrections shall enter into an intergovernmental agreement that includes a local community corrections plan consisting of program descriptions, budget allocation, performance objectives and methods of evaluating each correctional service to be provided by the county.

6.2 The community corrections plans shall comply with rules adopted pursuant to ORS 423.500 to 423.560, and shall include but need not be limited to an outline of the basic structure and the supervision, services and local sanctions to be applied to offenders convicted of felonies who are:

6.2.1 On parole;

6.2.2 On probation;

6.2.3 On post-prison supervision;

6.2.4 Sentenced, on or after January 1, 1997, to 12 months or less of incarceration; and

6.2.5 Sanctioned, on or after January 1, 1997, by a court or the State Board of Parole and Post-Prison Supervision to 12 months or less incarceration for a violation of a condition of parole, probation or post-prison supervision.

6.3 Section 6 of the Act provides for payments to the County for funding for community corrections. If the total State community corrections appropriation is less than the baseline calculated under subsection (1) of Section 6 of the Act, the County may discontinue participation by written notification to the Director of Corrections 180 days prior to implementation of the change. If a county discontinues participation, the responsibility for correctional services transferred to the county, and the portion of funding made available to the county under ORS 423.530 reverts to Corrections. In no case does responsibility for supervision and provision of correctional services to misdemeanor offenders revert to the Department. If the County discontinues participation, this Sublease shall terminate as of the date the responsibility for correctional services reverts to Corrections. The Facilities Lease, however, shall not terminate.

6.4 The County shall assign all rights under its architectural, engineering, construction and related contracts for the County Corrections Project to Corrections if this Sublease is terminated prior to completion of construction of the County Corrections Project.

7. Taxes and Assessments; Utilities

The County shall pay all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the County Corrections Facilities. If any governmental charges may lawfully be paid in installments over a period of years, the County may pay those charges in installments. The County may contest in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the County Corrections Facilities to loss or forfeiture.

8. Maintenance; Alterations; Reconstruction

8.1 The County shall maintain the County Corrections Facilities and all improvements in first class condition and repair throughout the term of this Sublease, ordinary wear and tear excepted, and in accordance with all applicable rules, regulations and ordinances of federal, state, county, municipal or other governmental agencies having or claiming jurisdiction.

8.2 The County shall perform at its sole cost and expense all necessary maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, fire extinguishers, sidewalks, and parking areas which are located in or serve the County Correction Facilities; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the County Corrections Facility, replacing parts of the system as necessary, obtaining required permits and inspections from local and state enforcement authorities as required; (3) carpets and other floor coverings.

8.3 The County agrees to maintain County Corrections Facilities utilizing a preventive maintenance plan which conforms to manufacturers' warranties, follows manufacturers' recommendations for maintenance and repairs, and assures that routine maintenance and repairs are scheduled and accomplished in a timely manner to protect the structures and building systems from excessive deterioration.

9. Ownership of the Improvements

The County Corrections Facilities shall be owned by the County, subject to the rights of the State under the Facilities Lease.

10. Tax Covenants; Transfer of County Corrections Facilities

10.1 The County covenants for the benefit of the State and the recipients of State Loan Payments to comply with all provisions of the Code which are required for interest on the State Loan to be excluded from gross income for federal taxation purposes. In determining what actions are required to comply, the County may rely on an opinion of the State's bond counsel. The County makes the following specific covenants with respect to the Code:

10.1.1 The County will not take any action or omit any action if it would cause the State Loan to become an "arbitrage bond" under Section 148 of the Code.

10.1.2 The County shall operate the facilities financed with the State Loan so that the State Loan does not become a "private activity bond" within the meaning of Section 141 of the Code.

10.1.3 The County shall, at the request of the State, cooperate with the State to provide information the State may need to compute any arbitrage rebate payments which may be due from the State in connection with the State Loan. The County shall, at the request of the Department, report any information on investment and expenditure of amounts which are paid to the County under this Sublease, which the State reasonably requires to comply with the arbitrage rebate requirements which apply to the State Loan.

10.2 The County represents that it has not leased or otherwise transferred to any person any interest in the County Corrections Facilities. The County agrees that it will not convey, sublet, assign or otherwise transfer the County Corrections Facilities or the County's interest in this Sublease, in whole or in part, without the prior written consent of the State. The County agrees that it will not allow any person to use the County Corrections Project in a manner which would cause interest on the State Loan to become includable in gross income under the Internal Revenue Code of 1986, as amended.

11. Insurance and Condemnation.

11.1 The County has agreed in the Facilities Lease to maintain insurance on the County Corrections Facilities throughout the term of the Facilities Lease. Proceeds of that insurance shall be used as provided in the Facilities Lease.

11.2 Any proceeds of condemnation of the County Corrections Facilities shall be used as provided in the Facilities Lease.

12. Default and Remedies

12.1 Except as provided in Section 13.2, it shall constitute an Event of Default under this Sublease if:

12.1.1 The Director of Corrections has suspended any portion of the funding made available to the County under ORS 423.500 to 423.560, pursuant to Section 8 of the Act; or,

12.1.2 the County fails to observe or perform any of its obligations hereunder, and the failure continues for a period of forty-five days after the State has given written notice to the County.

12.2 It shall not constitute an Event of Default if, within forty-five days after the State has given notice, the County begins efforts to effect a cure, and diligently continues those efforts until a cure is effected.

12.3 Upon the occurrence of an Event of Default the State may, after having attempted in good faith to resolve any dispute related to the Event of Default as provided in Section 14:

12.3.1 terminate this Sublease and the County's right to possess and use the County Corrections Facilities; or,

12.3.2 exercise any other remedy which may be available at law or in equity.

13. Surrender on Termination

13.1 Upon expiration or prior termination of the Sublease term, the County shall surrender possession of the County Corrections Facilities to the State, including all improvements then located on the County Corrections Facilities, broom clean, all in good condition except for reasonable wear and tear since the last necessary restoration, repair or reconstruction made by the County pursuant to this Sublease. If this Sublease terminates and the Mortgage has not been foreclosed, the County shall surrender the County Corrections Facilities free of all tenants and prisoners except prisoners for whom the State is obligated to assume responsibility. If this Sublease terminates because of foreclosure of the Mortgage, the County shall surrender the County Corrections Facilities, free of all tenants and occupants.

13.2 Failure by the County to vacate the County Corrections Facilities at the time specified in this Sublease shall not constitute a renewal or extension or give the County any rights in or to the County Corrections Facilities or any improvements. Upon such a holdover, the County shall be treated as a tenant at sufferance and shall, to the extent permitted by law, defend and indemnify the State from all liability and expense resulting from the failure or delay of the County to timely surrender the County Corrections Facilities including, without limitation, claims made by any succeeding tenant founded on or resulting from the County's failure to so surrender.

13.3 If the County continues to use any portion of the County Corrections Facilities or fails to deliver possession of the same within 30 days after termination of this Sublease, the County shall, to the extent of legally available funds, be liable for the debt service that the State is required to pay under the State Loan Documents which is allocable to financing of the County Corrections Project, and any other actual (but not consequential) damages or losses suffered by the State as a consequence of such failure.

14. Dispute Resolution

14.1 Notwithstanding any other provisions provided for in this Facilities Sublease, in the event of any dispute arising between County and the State in the performance of this Facilities Sublease, the parties agree to the following resolution process:

14.1.1 Any dispute and/or disagreement between the County and the State regarding performance of this Facilities Sublease shall be attempted to be resolved informally, at the earliest possible time and at the lowest level.

14.1.2 If a dispute or disagreement cannot be resolved informally, the County shall present the issue of dispute or disagreement, in writing, to the County's Project Manager and the State's Project Manager, or the State shall present the issue of dispute or disagreement, in writing, to the State's Project Manager and the County's Project Manager. The written statement shall set forth the disputed matter and the resolution proposed by the entity presenting the statement. The County's Project Manager and the State's Project Manager shall meet to discuss the disputed matter within ten (10) business days of receipt of the written statement. Any agreement resolving the dispute shall be reduced to writing by the County and the State and signed by both the County's Project Manager and the State's Project Manager.

14.1.3 In the event the dispute is not resolved, the County, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County's Executive and the Director of Corrections, or the State, within ten (10) days of the meeting between the County's Project Manager and the State's Project Manager, shall present the dispute, in writing, to the County Executive and the State's Director of Corrections. Within ten (10) days of receipt of the written dispute, the County's Executive and the State's Director of Corrections shall meet and review the dispute. If resolution of the dispute is reached, such resolution shall be reduced to writing by the County and the State and signed by both the County's Executive and the State's Director of Corrections.

14.2 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 15. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity.

15. Miscellaneous.

15.1 Prior to initiating any action regarding a dispute or disagreement between the County and the State, the parties shall attempt to resolve the matter as provided in this Section 14. In the event the dispute is not resolved, the dispute shall be submitted to arbitration as provided in ORS 190.710 to 190.790. However, no award resulting from such arbitration shall be binding on either party or otherwise preclude either party from seeking, after the award, such judicial remedy or resolution of the dispute as may be available to it at law or in equity. No written or oral statement or representation made in the course of attempted dispute resolution under Section 14 shall constitute a party admission or be admissible in any subsequent judicial proceeding which directly concerns the dispute.

15.2 Waiver by either party of strict performance of any provision or term of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provisions.

15.3 All notices under this Sublease shall be effective on the earlier of actual receipt or two days after deposit as registered or certified mail, return receipt requested, postage prepaid and addressed to the State or the County at the addresses stated below, or to such other address as either party may specify by notice to the other party:

the County: Multnomah County Counsel, 1120 SW Fifth Ave., Suite 1530, P.O. Box 849, Portland, Oregon 97207-0849.

the Lessee: Oregon Department of Administrative Services, 155 Cottage Street, Salem, Oregon 97310, Attention: Finance.

15.4 If suit or action is instituted to collect rent, to enforce this Sublease, or in connection with any claim or controversy arising out of this Sublease, the prevailing party, to the extent of legally available funds in the case the County does not prevail, shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal of

the suit, proceeding or action. If arbitration is instituted in connection with any claim or controversy arising out of this Sublease, attorney fees may be awarded by the arbitrators as they may decide, and if so awarded shall be a part of the arbitrators' decision on which judgment may be rendered.

15.5 The invalidity or illegality of any provision of this Sublease shall not affect the remainder of the Sublease.

15.6 This Sublease and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon. Any legal action to enforce this lease shall be commenced in the court of the State of Oregon which has jurisdiction and is located in Marion County, Oregon.

15.7 At the request of either party the parties will execute and acknowledge a memorandum of Sublease in recordable form which shall include a legal description of the County Corrections Facilities and the term of the Sublease, and either party may record the memorandum.

15.8 Any legal action regarding this Sublease shall be filed in an Oregon court of appropriate jurisdiction in Marion County, Oregon.

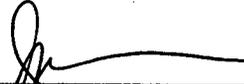
Board of County Commissioners
Multnomah County, Oregon,
the "County"

State of Oregon, acting by and through its
Department of Administrative Services (the
"Lessee")

Beverly Stein, Chair

Director, Department of Administrative
Services

REVIEWED

By 

MULTNOMAH COUNTY COUNSEL

On behalf of the Department of Corrections, I hereby agree to perform the duties assigned to the Department of Corrections in this Sublease.

State of Oregon Department of Corrections ("Corrections")

Director

State of Oregon)
) ss.
County of Marion)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997,
by _____, the Director/Deputy Director of the Department of
Administrative Services of the State of Oregon, on behalf of the State of Oregon.

Notary Public for Oregon
My commission expires:

State of Oregon)
) ss.
County of Multnomah)

The foregoing Lease was acknowledged before me this ____ day of _____, 1997, by
_____, the _____ of Multnomah County, Oregon, on behalf
of the County.

Notary Public for Oregon
My commission expires:

Exhibit A

The County Corrections Facilities consist of: (1) the County Corrections Project described in Exhibit B, below, (2) the portion (as described in Exhibit C below), of the real property described in Exhibit D below upon which the County Corrections Facilities will be located, (3) such easements, licenses, and other real property rights to, on, across, under, and over the real property described in Exhibit D for access to, and use, maintenance, and operation of, the County Corrections Facilities including ingress and egress and utility easements, and (4) such rights, including the right of support and airspace rights, sufficient for the construction, maintenance, use, and operation of the County Corrections Facilities; it being the intention that the County Corrections Facilities consist of such rights sufficient for the State to use and enjoy the County Corrections Facilities.

The County reserved to itself such rights, including the right of support and air space rights, sufficient for the maintenance, use, and operation of any improvements on the property described in Exhibit D existing on that date of this Lease other than the County Corrections Facilities (the "Existing Improvements"); it being the intention that the County reserve to itself such rights sufficient for the County to use and enjoy the Existing Improvements.

Exhibit B

The County Corrections Project will consist of the addition of 132,130 gross square feet to the existing Inverness Jail of Multnomah County. The expansion will be adjacent to the north and west sides of the existing housing units located at the northwest corner of the Jail. The expansion will consist of a new admissions area, dorm space, and medical service area. The expansion will increase the current 559 medium security bed capacity by 330 medium security beds.

Exhibit C

Approximately 132,130 square feet of property adjacent to the north and west sides of the existing housing units located at the northwest corner of the existing Inverness Jail.

Exhibit D

PARCEL I:

The West 401 feet of the following described tract of land, said 401 feet measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of N.E. 122nd Boulevard, County Road No. 3119, said point being opposite engineer's centerline Station 20+97.31 and bears S 89° 37' 09" E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66° 39' 25" W, 959.84 feet to a point; thence S 28° 29' 35" W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N 43° 46' 54" E, 355.51 feet, and an iron pipe bears S 44° 48' 56" W, 96.68 feet; thence N 60° 48' 05" W, 246.26 feet to an iron pipe; thence N 79° 49' 56" W, 7.3204 feet

to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet, thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point; thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

PARCEL II:

The Northerly 25 feet of the following described tract of land, said 25 feet being measured South of and at right angles to the North boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748, more particularly described as follows:

A parcel of land in Sections 14 and 15 and 22, T1N, R2E, W.M., Multnomah County, Oregon.

Beginning at a point in the Westerly right of way line of NE 122nd Boulevard, County Road No. 3119, said point being opposite engineers's centerline station 20+97.13 and bears S89 37'09"E, 300.96 feet from the section corner common to Sections 14, 15, 22 and 23, T1N, R2E, W.M.; thence N 66 39'25"W, 959.84 feet to a point; thence S28 29'35"W parallel to the centerline of said NE 122nd Boulevard 699.75 feet to a point, from which the Northwest corner of the David Powell DLC bears N43 46'54"E, 355.51 feet, and an iron pipe bears S44 48'56"W, 96.68 feet; thence N60 48'05"W, 246.26 feet to an iron pipe; thence N79 49'56"W, 7.3204 feet to a point on the West line of the John Powell DLC, from which an iron pipe bears S0 52'39"W, 141.03 feet; thence N0 57'32"E along said West line 577.57 feet to a point; thence N82 37'05"E, 567.81 feet to a point, thence along a curve to the right having a radius of 781.20 feet, the chord of which bears S82 01'10"E, 413.92 feet, a distance of 418.92 feet to a point; thence S66 39'25"E, 1322.27 feet to a point on the Westerly right of way line of said NE 122nd Boulevard; thence S28 29'35"W along said line 95.38 feet to the point of beginning.

Excepting the West 401 feet thereof measured East at right angles to the West boundary line of a tract of land conveyed to the City of Portland, recorded December 24, 1985, in Book 1873, Page 1748.

PARCEL III:

All of Block 99 1/2, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

EXHIBIT E

Certificate of Completion

On behalf of Multnomah County, I hereby certify in accordance with the Facilities Sublease between Multnomah County, and the State of Oregon which is dated _____, and relates to County Corrections Facilities which are being financed under Senate Bill 1145 (1995 Regular Session of the Oregon Legislature) and House Bill 3489 (1996 Special Session of the Oregon Legislature), that:

1. The County Corrections Project described in the Facilities Sublease has been completely acquired, constructed, delivered and installed in accordance with the Facilities Sublease and substantially in conformity with the specifications therefor which were approved by the Oregon Department of Corrections, and that all costs incurred by Multnomah County in connection therewith and all expenses incidental thereto have been determined and paid, or provision has been made for the payment therefor.

Dated this _____ day of _____ 19__.

Multnomah County

Authorized Officer

BOGSTAD Deborah L

From: BOYER Dave A
Sent: Tuesday, April 08, 1997 9:25 AM
To: ROJO Maria D
Cc: BOGSTAD Deborah L; DUFFY Sandra N; GATES Vickie S
Subject: Agenda Item R6 Lease with State regarding SB 1145

Maria

I just spoke with Sandy Duffy and the appeal filed with the City to review the conditional use permit for the Inverness Jail will not be resolved by this Thursday. Because of this I would like to hold this item over until the next Thursday April 17. This works out because I also need to be in Salem at 8:30 on the 10th. HB 2048 will be addressing bonding issues and Sharon Timko asked me to attend.

Also FYI, yesterday HB 2752 (this is the HB the Board passed a resolution supporting) regarding Local Budget Law Revisions was passed unanimously by the House General Government Committee.

Thanks Dave B.

BOGSTAD Deborah L

From: ROJO Maria D
Sent: Wednesday, April 16, 1997 3:47 PM
To: BOGSTAD Deborah L
Subject: FW: Agenda Item R-4 SB 1145 Facilities Lease.

fyi

From: BOYER Dave A
Sent: Wednesday, April 16, 1997 3:31 PM
To: STEIN Beverly E; SALTZMAN Dan S; HANSEN Gary D; KELLEY Sharron E; COLLIER Tanya D
Cc: SIMON Barbara M; ROJO Maria D; DUFFY Sandra N; GATES Vickie S; 'Jeffrey, Greg'
Subject: Agenda Item R-4 SB 1145 Facilities Lease.

I am requesting that Agenda Item R-4 relating to the facilities lease with the State be held over for another two weeks. I am requesting this item be held over because the Inverness Jail conditional use permit appeal filed by a citizen has not been resolved by the City of Portland. I have been in contact with Sandy Duffy and she let me know today that the City attorney's office does not anticipate that they will have this issue resolved for at least a week to 10 days.

The City Attorney's Office and Sandy are confident that this will be resolved satisfactorily to the County and the citizen but the State requires County Counsel to sign a legal opinion that states there is no litigation pending or threatened against the County regarding this transaction.

I apologize for the delay and if I can answer any questions please contact Sandy or myself. Thank you

Dave Boyer

BOGSTAD Deborah L

From: ROJO Maria D
Sent: Tuesday, April 29, 1997 3:42 PM
To: BOGSTAD Deborah L
Subject: FW: SB1145 Facilities Lease Agenda Item R3

for your info

From: BOYER Dave A
Sent: Tuesday, April 29, 1997 3:34 PM
To: STEIN Beverly E; SALTZMAN Dan S; HANSEN Gary D; KELLEY Sharron E; COLLIER Tanya D
Cc: SIMON Barbara M; ROJO Maria D; DUFFY Sandra N; 'Jeffrey, Greg'
Subject: SB1145 Facilities Lease Agenda Item R3

I am requesting that Agenda Item R2 relating to the Inverness Jail Facilities Lease with the State be postponed indefinitely. The City of Portland has still not been able to resolve the conditional use permit appeal. Sandy Duffy and the City Attorney still believe that it will be resolved satisfactorily to all parties but the process is taking longer than anticipated.

Once we have received confirmation from the City that this issue is resolved I will bring this item back before the Board.

Please contact Sandy Duffy or myself if you have any questions. Thank you.

Dave Boyer

MEETING DATE: ~~MAR 20 1997~~ MAY 01 1997

AGENDA NO: R-4 R-4

ESTIMATED START TIME: 10:00am 9:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution authorizing condemnation and immediate possession of real property necessary to complete permanent slide damage repairs to SW Scholls Ferry Road.

BOARD BRIEFING *Date Requested:* _____
Requested by: _____
Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* March 20, 1997
Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services **DIVISION:** Transportation & Land Use Planning
CONTACT: Bob Thomas **TELEPHONE #:** 248-3838

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Resolution authorizing condemnation of property necessary to complete permanent slide damage repairs to SW Scholls Ferry Road.

5/6/97 COPY to JOHN THOMAS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]*

BOARD OF COUNTY COMMISSIONERS
97 MAR 13 AM 9:06
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



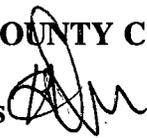
MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry Nicholas 

TODAY'S DATE: February 27, 1997

REQUESTED PLACEMENT DATE: March 20, 1997

RE: Approval of Resolution Considering Condemnation and Immediate Possession of Parcels of Land for Emergency Road Repairs to SW Scholls Ferry Road.

I. Recommendation/Action Requested:

The Transportation and Land Use Planning Division seeks approval of a resolution requesting consideration to begin public condemnation and gain immediate possession of real property for road construction purposes.

II. Background/Analysis:

The Transportation and Land Use Planning Division is proceeding with plans to repair slide damage to SW Scholls Ferry Road, north of SW Patton Road. In order to make the necessary repairs, the County must purchase portions of several existing parcels. Multnomah County has begun actively pursuing the purchase of these properties.

Properties described in the resolution are vital to construct repairs to the roadway and must be in Multnomah County's possession at the earliest possible date. If we are unable to secure the properties through binding offers, then condemnation will be necessary.

III. Financial Impact:

Funds will be deposited in court to cover legal expenses of the condemnation proceedings. These funds will be deposited from current Road Fund assets.

IV. Legal Issues:

If a public entity is unable to reach agreement with the owner of property deemed necessary for construction or easement, Oregon State Law authorizes state, county and city governments to condemn property under the Eminent Domain Procedures in ORS CH 35.

V. Controversial Issues:

If Multnomah County is unable to reach a negotiated settlement for sale, condemnation proceedings will be necessary.

VI. Link to Current County Policies:

This roadway is a vital link for motorists driving in the SW portion of Portland and those accessing to and from Beaverton. Without these repairs, the County will not be able to reopen the roadway. Multnomah County has been working with property owners to reach an agreement to allow for construction to proceed. This condemnation will be used as a last resort, if necessary, to return the roadway to a safe useable condition.

VII. Citizen Participation:

Multnomah County is negotiating with the property owners.

VIII. Other Government Participation:

By agreement, the City of Portland maintains SW Scholls Ferry Road at this location. Multnomah County is responsible for any capital improvement projects required.

Resolution
Scholls Ferry Road Slide Repair Resolution
Page 2

3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule and within budgetary limitations and to reopen the road at the earliest possible date; and
5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the fund of the County in such sum for deposit.

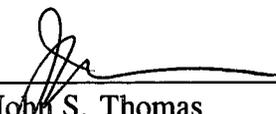
ADOPTED this _____ day of _____, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas
Assistant County Counsel

BTRJ1879.DOC

B.S.G. CORP. (OREGON), and
SCHICHT, GERHARD and IRENE

S.W. SCHOLLS FERRY ROAD
South of Canyon Road
Item No. 97-21
February 20, 1997

PERMANENT DRAINAGE EASEMENT (DESCRIPTION)

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Northeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N62°55'20"W along the northerly line of said Lot 17, a distance of 157.72 feet to an iron rod being the northwesterly corner of Lot 17; thence S32°34'49"W along the westerly line of said Lot 17, a distance of 35.16 feet to a point; thence S62°55'20"E, a distance of 25.12 feet to a point; thence N32°34'49"E, a distance of 25.12 feet to a point being 10.00 feet southwesterly, when measured at right angles to the northerly line of said Lot 17; thence S62°55'20"E, a distance of 132.60 feet to a point on the northwesterly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202; thence N32°35'E along said right-of-way line, a distance of 10.05 feet to the point of beginning.

Containing 2,205 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

PERMANENT SLOPE EASEMENT (DESCRIPTION)

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, begin more particularly described as follows:

Beginning at an iron rod at the Northeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence $N62^{\circ}55'20''W$ along the northerly line of said Lot 17, a distance of 50.23 feet to a point; thence $S32^{\circ}35'W$ along a line being parallel to and 80.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 30.00 feet to a point; thence continuing parallel to said county road centerline, along an arc of a 438.10 foot radius curve to the left, the chord of which bears $S30^{\circ}31'07''W$, 31.57 feet, through a central angle of $4^{\circ}07'47''$, an arc length of 31.58 feet to a point; thence $S61^{\circ}32'47''E$, a distance of 50.00 feet to a point on the westerly right-of-way line of said S.W. Scholls Ferry Road; thence along the westerly right-of-way line of said County Road No. 1202, along the arc of a 388.10 foot radius curve to the right, the chord of which bears $N30^{\circ}31'07''E$, 27.97 feet, through the central angle of $4^{\circ}07'47''$, an arc length of 27.97 feet to a point; thence $N32^{\circ}35'E$, a distance of 34.82 feet to the point of beginning.

Containing 3,109 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

TEMPORARY CONSTRUCTION EASEMENT

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Southeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence along the westerly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, along the arc of a 388.10 foot radius curve to the right, the chord of which bears N25°54'58"E, 34.37 feet, through the central angle of 5°04'30", an arc length of 34.38 feet to a point; thence N61°32'47"W, a distance of 50.00 feet to a point being 80.00 feet, when measured at right angles to the centerline of said S.W. Scholls Ferry Road; thence along the arc of a 438.10 foot radius curve to the right, along a line being 80.00 feet distant, when measured at right angles to the centerline of said S.W. Scholls Ferry Road, through the central angle of 4°07'47", the chord of which bears N30°31'07"E, 31.57 feet, an arc length of 31.58 feet to a point; thence continuing parallel to the centerline of said county road N32°35'E, a distance of 30.00 feet to a point on the northerly line of said Lot 17; thence N62°55'20"W along the North line of Lot 17, a distance of 82.37 feet to a point; thence S32°34'49"W, a distance of 35.16 feet to a point; thence S61°22'38"E, a distance of 62.22 feet to a point; thence parallel to and 100.00 feet distant from the centerline of said county road, along the arc of a 458.10 foot radius curve to the left, through a central angle of 11°41'17", the chord of which bears S25°38'34"W, 93.29 feet, an arc length of 93.45 feet, to a point on the South line of said Lot 17; thence along said South line S89°06'24"E, a distance of 74.79 feet to the point of beginning.

Containing 4,856 square feet, more or less.

As shown on the attached EXHIBIT "A", herein made a part of this description.

NO SCALE

N.W. 1/4 SEC.7
T1S, R1E, W.M.

EXHIBIT "A"



R-03560-0180
PLATA, GERHARD
30 NW 95TH AVE.
PORT. OR. 97229
PB-1777/1368 AQ-84

PERM. DRAINAGE EASE.

PERM. SLOPE EASE.

TEMP. CONST. EASE.

R-03560-0160
SCHICT, GERHARD & IRENE
B S G CO.
30 N.W. 95TH AVE.
PORT. OR. 97229
BP-941/1272 AQ-73

PT = 34+78.978

PC = 36+69.191

GERHARD PLATA

S.W. SCHOLLS FERRY ROAD
South of Canyon Road
Item No. 97-22
February 20, 1997

PERMANENT SLOPE EASEMENT (DESCRIPTION)

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Southeast corner of Lot 18, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N32°35'E along the West right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 69.38 feet to a point; thence N57°25'W, a distance of 50.00 feet to a point being 80.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road; thence S32°35'W parallel to said centerline, a distance of 74.19 feet, to a point on the southerly line of said Lot 18; thence S62°55'20"E along the southerly line of Lot 18, a distance of 50.23 feet to the point of beginning.

Containing 3,589 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

TEMPORARY CONSTRUCTION EASEMENT (DESCRIPTION)

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Commencing at an iron rod at the Southeast corner of Lot 18, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N32°35'E along the West right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 69.38 feet to a point being the point of beginning of the tract to be described; thence continuing along the

S.W. SCHOLLS FERRY ROAD DESCRIPTIONS

West right-of-way line of S.W. Scholls Ferry Road, N32°35'E, a distance of 55.62 feet to a point; thence N57°25'W, a distance of 70.00 feet to a point being 100.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road; thence S32°35'W parallel to said centerline, a distance of 131.75 feet, to a point on the southerly line of said Lot 18; thence S62°55'20"E along the southerly line of Lot 18, a distance of 20.09 feet to a point; thence N32°35'E parallel to the centerline of said S.W. Scholls Ferry Road, a distance of 74.19 feet to a point; thence S57°25'E, a distance of 50.00 feet to the point of beginning.

Containing 5,397 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

PHIS1093.DES

NO SCALE

N.W. 1/4 SEC.7
T1S, R1E, W.M.

EXHIBIT "A"

R-03560-0180
PLATA, GERHARD
30 NW 95TH AVE.
PORT. OR. 97229
PB-1777/1368 AQ-84

TEMP. CONST. EASE.

PERM. SLOPE EASE.

R-03560-0160
SCHICT, GERHARD & IRENE
B S G CO.
30 N.W. 95TH AVE.
PORT. OR. 97229
BP-941/1272 AQ-73

S.W. SCHOLLS FERRY RD.

PT = 34+78.928

PC = 36+69.191

SLOPE and DRAINAGE EASEMENT

J. ROBERT ALVIS III and LUCINDA R. ALVIS convey to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope and drainage facilities through, over, under, along and within the following described parcel of land:

A parcel of land situated in the Northwest One-quarter of Section 7, T1S, R1E, W.M., Multnomah County, Oregon, more particularly described as follows:

Commencing at the most westerly corner of Lot 3, BEJA'S ACRES, a subdivision recorded on September 11, 1969, in Book 1201, Page 12, Multnomah County Plat Records, said point being on the easterly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, being 30.00 feet southeasterly when measured at right angles to Engineers Centerline Station 35+63.13; thence N 32°35'00" E along said Southeast right-of-way line, a distance of 38.13 feet to the point of beginning of the tract being described; thence N 32°35'00" E continuing along said Southeast right-of-way line, a distance of 98.07 feet to a point; thence continuing along said Southeast right-of-way line, along an arc of a 379.30 foot radius curve to the right, through the central angle of 10°46'06", the chord of which bears N 37°58'03" E, 71.18 feet, an arc length of 71.29 feet to a point; thence leaving said Southeast right-of-way line S 46°38'54" E, a distance of 25.00 feet to a point being 55.00 feet southeasterly when measured at right angles to the centerline of said S.W. Scholls Ferry Road; thence parallel to and 55.00 feet distant from said centerline, southwesterly along an arc of a 354.30 foot radius curve to the left, through the central angle of 10°46'06", the chord of which bears S 37°58'03" W, 66.49 feet, an arc length of 66.59 feet to a point; thence S 32°35'00" W, a distance of 98.07 feet to a point; thence N 57°25'00" W, a distance of 25.00 feet to the point of beginning.

AFTER RECORDING, RETURN TO:
Patrick Hinds/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

S.W. SCHOLLS FERRY ROAD
North of S.W. Canyon Road
Item No. 97-2
January 8, 1997
Page 2

Containing 4,161 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this document.

It is understood and agreed that no buildings shall be erected upon said easement without the written consent of the Board of County Commissioners.

The true and actual consideration for this conveyance is \$0.00.

DATED this _____ day of _____, 199__.

By _____
J. ROBERT ALVIS, III/Grantor

By _____
LUCINDA R. ALVIS/Grantor

STATE OF _____ County of _____

SIGNED BEFORE ME _____, 19__, personally appeared the above-named

_____ who acknowledged the foregoing instrument to be _____ voluntary act.

Notary Public for said State

My Commission expires _____, _____

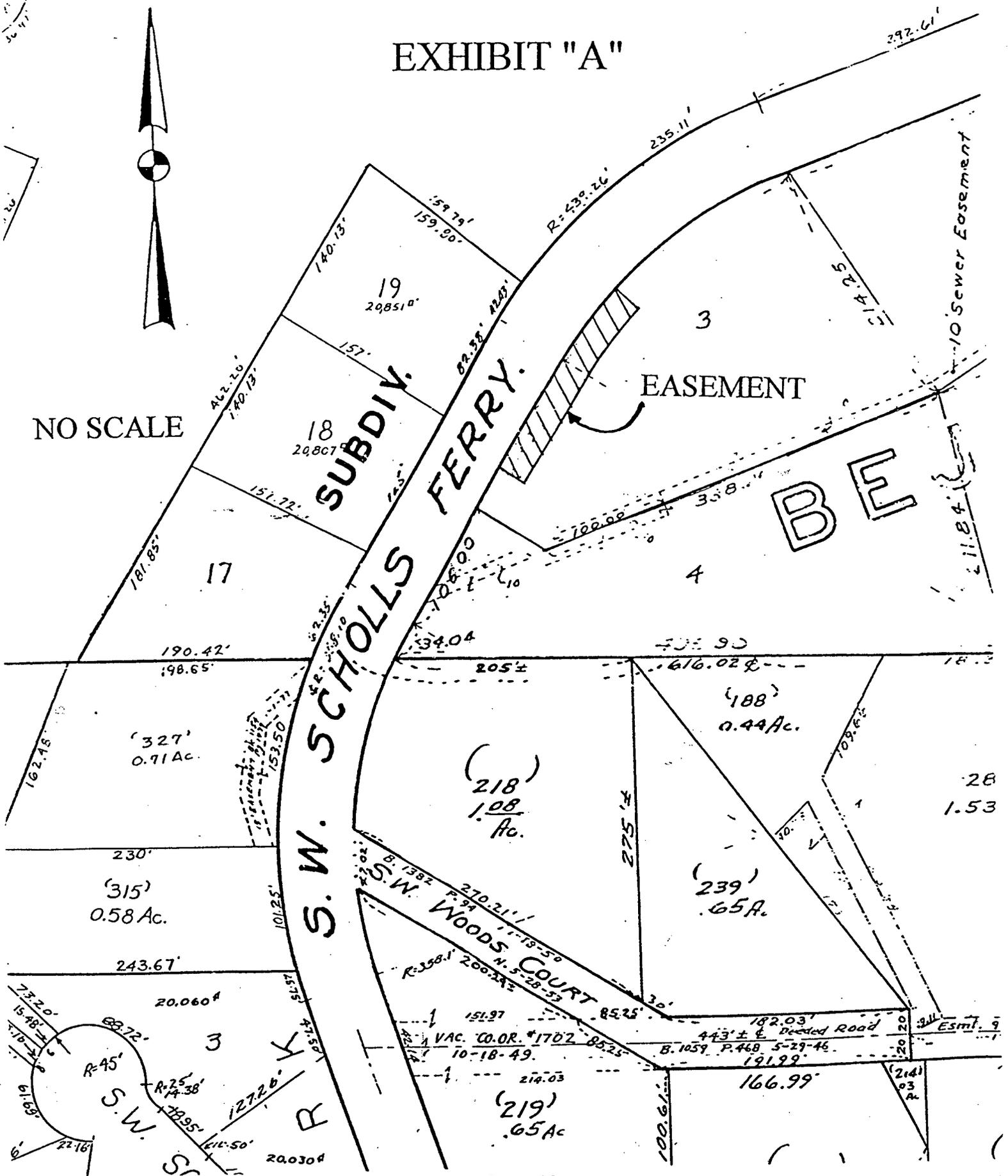
REVIEWED:

SANDRA N. DUFFY
Acting County Counsel
for Multnomah County, Oregon

EXHIBIT "A"



NO SCALE



KIRIT S. SHAH and
RUPA K. SHAH

S.W. SCHOLLS FERRY ROAD
South of Highway 26
Item No. 97-23
February 20, 1997

DRAINAGE EASEMENT (DESCRIPTION)

A strip of land situated in the Northwest One-quarter of Section 7, T1S, R1E, W.M., Multnomah County, Oregon, more particularly described as follows:

Beginning at a ½ inch iron pipe on the West line of Lot 4, BEJA'S ACRES, a subdivision recorded in Book 1201, Page 12, on September 11, 1969, Multnomah County Plat Records, said point also being on the East right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, being 30.00 feet easterly when measured at right angles to Legal Centerline Station P.C.36+69.02; thence N32°35'E along said East right-of-way line, a distance of 13.96 feet to a point; thence N69°02'25"E, a distance of 41.91 feet to a point; thence S20°57'35"E, a distance of 15.00 feet to a point; thence S69°02'25"W, a distance of 61.90 feet to a point on the East right-of-way line of said S.W. Scholls Ferry Road, being 30.00 feet easterly when measured at right angles to the centerline thereof; thence northeasterly along an arc of a 328.10 foot radius curve to the right, through the central angle of 1°55'37", the chord of which bears N31°37'12"E, 11.03 feet, an arc length of 11.03 feet to the point of beginning.

Containing 780 square feet, more or less.

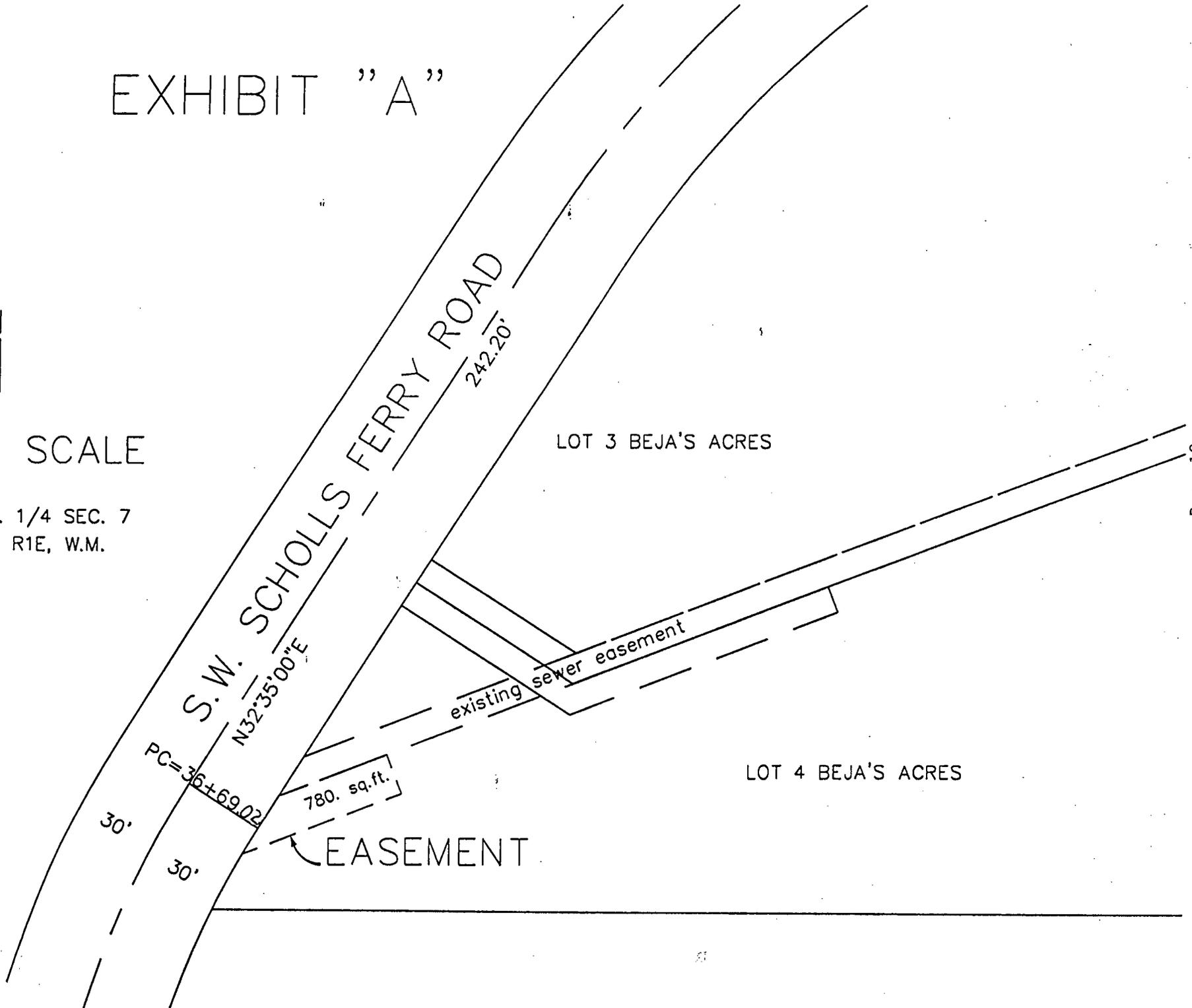
As shown on attached EXHIBIT "A", herein made a part of this document.

EXHIBIT "A"



NO SCALE

N.W. 1/4 SEC. 7
T1S, R1E, W.M.



BOGSTAD Deborah L

From: THOMAS John S
Sent: Wednesday, March 19, 1997 3:31 PM
To: #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Subject: Scholls Ferry Road Condemnation Resolution

I have had several inquiries about this matter. We have been negotiating with two owners for weeks to get access to the property to construct the needed improvements to reopen Scholls Ferry Road. The condemnation resolution was put on the Board agenda because we did not have an agreement in hand and we needed authorization to condemn to obtain possession of the property by court order. It was removed from the agenda last week because we thought we had an agreement in hand. After we pulled the item, the owner made a new demand and it appeared again that we would not reach agreement. We therefore put the matter back on the Board agenda. Since that time, we were successful in negotiating an agreement to go on the property and build the necessary road improvements.

However, we do not have an agreement on compensation to be paid for the permanent and temporary easements we are taking on these properties. We have agreed to mediate this issue and are arranging a date for mediation in April. I will appear at the Board tomorrow and ask that this item be postponed to a date certain approximately one week after our scheduled mediation session. If mediation does not produce an agreement on compensation, we will need to condemn to have that issue determined at trial. I am reasonably confident that we will reach agreement in mediation.

Please get back to me with additional questions.

BOGSTAD Deborah L

From: THOMAS John S
Sent: Wednesday, April 30, 1997 11:15 AM
To: JILOVEC Andrea M; DRAIN Brenda E; STEIN Beverly E; TYLER Cameron V; FARRELL Delma D; CARLSON Donald E; BOGSTAD Deborah L; SALTZMAN Dan R; HANSEN Gary D; ARREDONDO Juana M; FUCHS Michele A; DELMAN Mike H; ROJO Maria D; TRACHTENBERG Robert J; MARTIN Lyne L; KELLEY Sharron E; COLLIER Tanya D
Cc: DUFFY Sandra N; BOYER Dave A
Subject: RE: postpone indefinitely

After considerable negotiation we today were able to settle the two property acquisitions necessary for repair of Scholls Ferry Road - - including a full release of all potential tort claims against the County. We used a professional mediator to assist in this process which was very helpful in getting to the final settlement.

From: BOGSTAD Deborah L
Sent: Wednesday, April 30, 1997 11:07 AM
To: JILOVEC Andrea M; DRAIN Brenda E; STEIN Beverly E; TYLER Cameron V; FARRELL Delma D; CARLSON Donald E; SALTZMAN Dan R; HANSEN Gary D; ARREDONDO Juana M; FUCHS Michele A; DELMAN Mike H; ROJO Maria D; TRACHTENBERG Robert J; MARTIN Lyne L; KELLEY Sharron E; COLLIER Tanya D
Cc: THOMAS John S; BOYER Dave A
Subject: postpone indefinitely
Importance: High

Staff has requested the Board postpone indefinitely agenda items R-3 and R-4 on Thursday, May 1st. Thanks.

MEETING DATE: MAY 01 1997

AGENDA #: R-5

ESTIMATED START TIME: 9:35 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant of Sidewalk Easement to City of Portland

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst TELEPHONE #: 248-3851
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Grant of Sidewalk Easement to City of Portland at Midland Library.

*5/8/97 ORIGINAL EASEMENT & COPIES OF
All to BOB OBERST*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: *Robert Oberst* *Lawrence Nicholas*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 18 AM 11:14

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

Bob

TODAY'S DATE: April 11, 1997

REQUESTED PLACEMENT: May 1, 1997.

RE: Grant of Sidewalk Easement to City of Portland at Midland Library Property.

I. Recommendation/Action Requested: Approval by Board of Commissioners of grant of sidewalk easement to City of Portland at Midland Library real property .

II. Background/Analysis: The City of Portland required and easement be granted to the City in connection with the construction of the Midland Library. The easement to be granted covers a five foot wide strip of land adjacent to SE 122nd Avenue on the easterly side of the Midland Library land. The sidewalk has been constructed over the easement as a part of the library project.

III. Financial Impact: Grant of the easement does not adversely affect the use or value of the Midland Library property.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of a) O R D E R
PUBLIC WALKWAY EASEMENT on County)
Land in Section 3, T1S, R2E, W.M.,) # 97-81
Multnomah County, Oregon)

It appearing that the City of Portland requests that an easement for construction of a public walkway be granted to the City along the easterly boundary of the Midland Library land; and

It appearing that the easement will not adversely affect the use or value of the County's real property; and

It appearing that the construction of the public walkway is beneficial to the public, including patrons of Multnomah County's Midland Library; and the Board being fully advised in this matter:

It is ORDERED that Multnomah County execute the PUBLIC WALKWAY EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, County Chair

REVIEWED:

County Counsel for
Multnomah County, Oregon

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

PUBLIC WALKWAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a political subdivision of the State of Oregon, Grantor, in consideration of the sum of One and no/100 (\$1.00) Dollars, and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, does hereby grant unto said City of Portland, an easement for construction and perpetual use by the public of a public walkway over and across real property in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

R/W #5314-1

The east 5 feet of the following described property in Section 3, T1S, R2E in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point on the east line of said Section 3, which is 733-1/3 feet south of the northeast section corner; thence south along the east section line 183-1/3 feet; thence west 297 feet; thence north 183-1/3 feet; thence east 297 feet to the Place of Beginning; EXCEPTING THEREFROM the east 45 feet thereof within SE 122nd Avenue as said road is now established and located, excluding that portion deeded to Multnomah County by deed recorded June 11, 1957 in Book 1847, Page 133, Records of Multnomah County; and further excluding that portion deeded to Earl W. Hopkins and Frances M. Hopkins, husband and wife, by deed recorded June 18, 1969 in Book 683, Page 35; and further excluding that portion deeded to Multnomah County by deed recorded April 11, 1975 in Book 1035, Page 1157, Records of Multnomah County.

1S 2E 03 AA TL 9700 & 9800

After Recording Return to: _____

106/802/Heidi M. Ware

Tax Statement shall be sent to: _____

No Change

R/W #5314-2

The east 5 feet of the following described property in Section 3, T1S, R2E in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point on the east line of Section 3, T1S, R2E, W.M., in the City of Portland, County of Multnomah and State of Oregon, 916-2/3 feet south of the northeast corner of said Section; thence running south along said east line 183-1/3 feet; thence west 297 feet; thence north 183-1/3 feet; thence east 297 feet to the Place of Beginning EXCEPT that part in SE 122nd Avenue, in the County of Multnomah and State of Oregon.

GRANTOR herein assumes responsibility for maintenance of the concrete walkway as though said walkway existed within a public street right-of-way.

TO HAVE AND TO HOLD, the above described and granted premises unto said City of Portland for the uses and purposes aforesaid forever.

IN WITNESS WHEREOF, Multnomah County, a political subdivision of the State of Oregon, pursuant to a resolution of its Board of Commissioners, duly and legally adopted, has caused these presents to be signed by Beverly Stein, Chair this 1st day of May, 1997.



STATE OF OREGON

County of Multnomah

MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON

By:

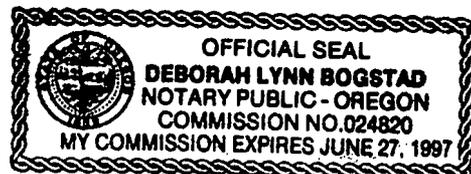
Beverly Stein
Chair:

This instrument was acknowledged before me on May 1, 1997, by Beverly Stein as Chair of Multnomah County, a political subdivision of the State of Oregon.

REVIEWED

By [Signature]
MULTNOMAH COUNTY COUNSEL

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



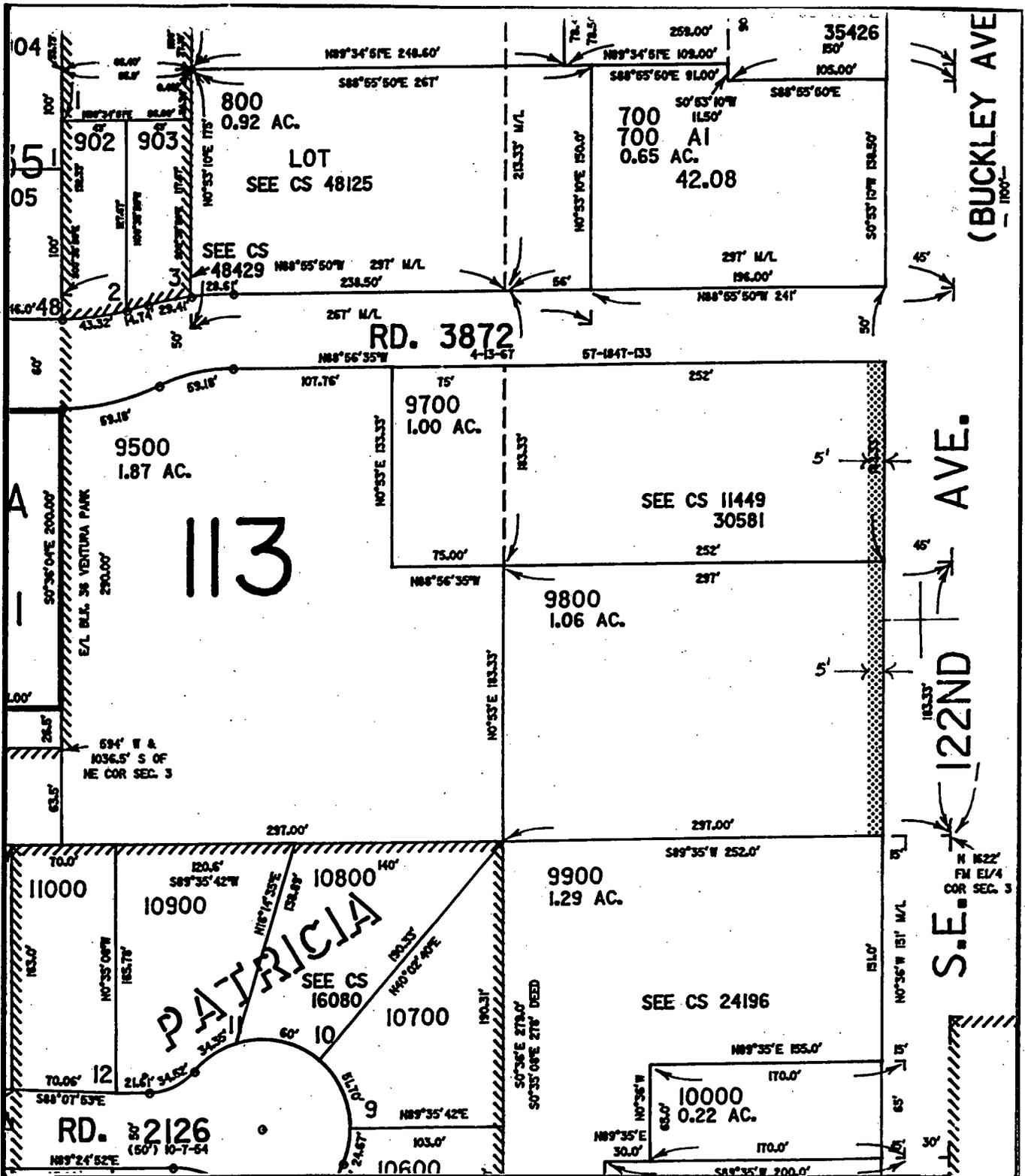
Approved as to form:

City Attorney

Approved:

City Engineer

[5314]PWEC



(BUCKLEY AVE
- 1100-

AVE.

S.E. 1/4 COR. 21 E1/4 SEC. 3
122ND

SE 122nd Avenue South of SE Morrison Street

Grantor: Multnomah County



Permanent Easement Area

Quarter Section: 3142

Section: Section 3, T1S, R2E, W.M.

SCALE: NTS



MEETING DATE: MAY 01 1997

AGENDA #: R-6

ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER **ONE TAX FORECLOSED PROPERTY TO THE CITY OF FAIRVIEW FOR PUBLIC PURPOSES**

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Public Hearing and Order transferring one tax foreclosed property to the City of Fairview for Public Purposes.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

5/8/97 original Deed & copies of all to tax title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: K. A. Tuneberg Lawrence Nicholas

MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS
97 APR 14 PM 12:09

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Kathy Tuneberg/Stephen Kelly
TODAY'S DATE: April 2, 1997
REQUESTED PLACEMENT DATE: May 1, 1997

RE: REQUEST APPROVAL FROM THE BOARD TO TRANSFER ONE TAX FORECLOSED PROPERTY TO THE CITY OF FAIRVIEW FOR PUBLIC PURPOSES.

I. Recommendation/Action Requested:

The Board of County Commissioners approve the transfer of one tax foreclosed property to the City of Fairview for public use.

II. Background/Analysis:

On March 27, 1997 the City of Fairview requested this property for transfer.

There were no duplicate applications submitted to Tax Title from another government entity requesting this property. (See attached pages for property information and copy of a Metro map.)

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and processing legal documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving this transfer request.

VI. Link to Current County Policies:

There are no known conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks: April 17th & 24th

Notices will be sent to interested parties.

VIII. Other Government Participation:

Neighborhood associations within the County have been notified. A representative of the City of Fairview is expected to attend.

STAFF REPORT

**MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITY
FISCAL YEAR 1996-97**

APRIL 3, 1997

Please see the Government Entity, and subject tax account number(s) of their request(s), shown below per Ordinance 795:

Government Agency: CITY OF FAIRVIEW

Legal Description:

All that part of Lot 6, Shaes East Fairview, Multnomah County, Oregon lying between the East line of the E.R. Scott Donation Land Claim and the East line of the following described tract of land:

A portion of Lot 6, Shaes East Fairview described as: Beginning at the Northwest corner of the A.C. Dunbar Donation Land Claim in Township 1 North, Range 3 East of the Willamette Meridian; thence East along the North line of said Dunbar Donation Land Claim, a distance of 1929.81 feet; thence North, a distance of 30.00 feet to a point on the South line of said Lot 6, which is 403.60 feet East of the Southwest Corner of said Lot 6, said point being the true point of beginning of the tract of land herein described; thence East along the South line of said Lot 6 and parallel with the North line of said Dunbar Donation Land Claim, a distance of 191.50 feet; thence North and parallel with the West line of said Lot 6, a distance of 191.20 feet to the Southerly line of the Union Pacific Company's Right-of-Way; thence along said right-of-way line, N73°11'W, a distance of 200.06 feet; thence South and parallel with the West line of said Lot 6, a distance of 249.08 feet to the point of beginning.

Tax Account Number:	R-76020-0250
Deed Number:	D971430
Type of Use:	A neighborhood park and possible wellhead site.
Greenspace Code:	---P-, Park deficient area
Taxes:	\$10.75
Expenses:	\$0.00

Run Date: 10/20/94

Foreclosed Properties

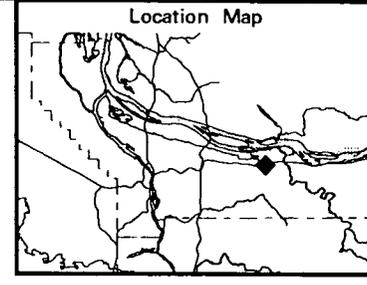
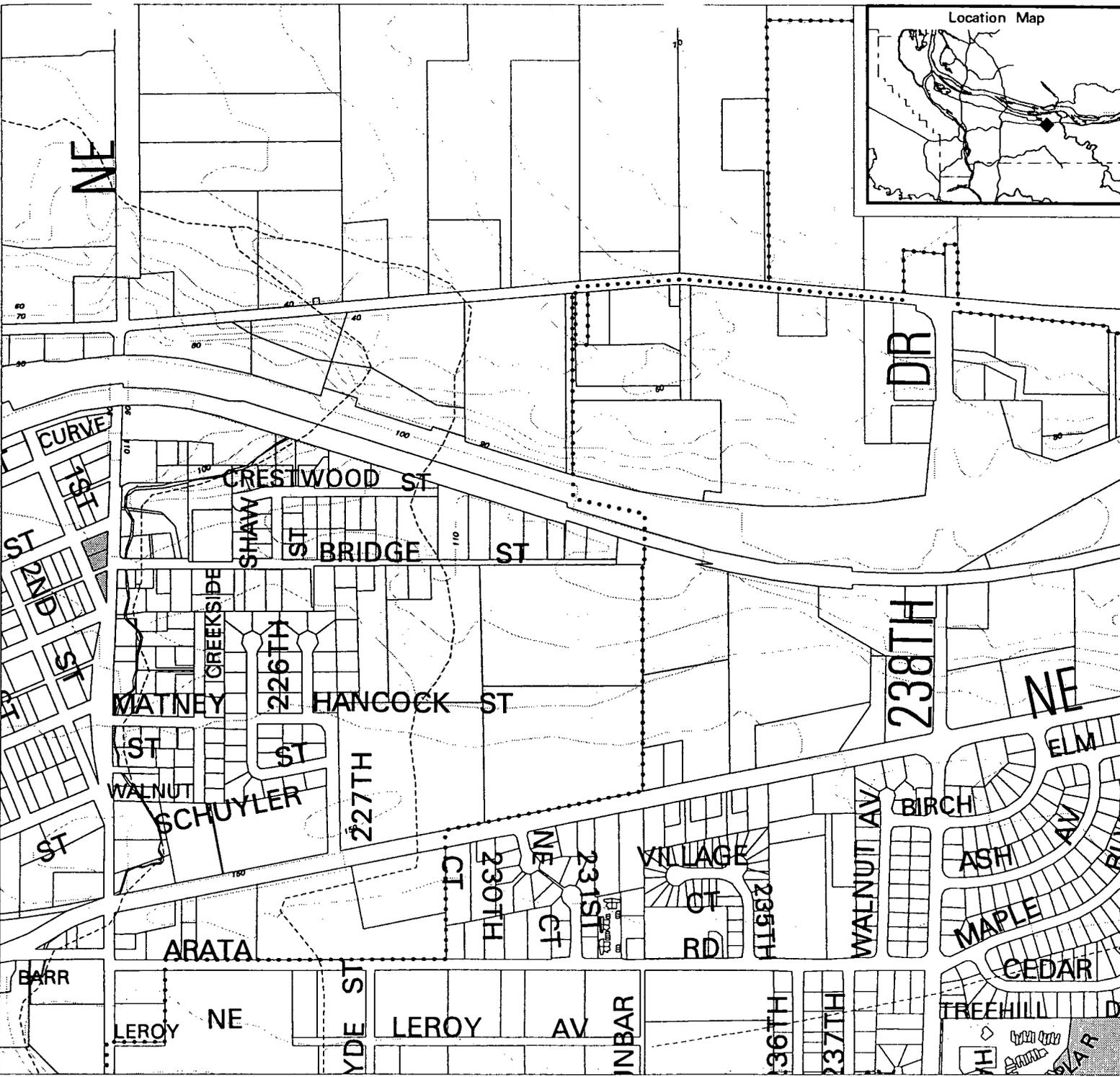
Multnomah County Tax
Title Screen: R760200250

-  Subject property
-  Other foreclosed properties
-  Parks/Public
-  Natural areas
-  Stormwater/CSO outfalls
-  Environmental overlays (conservation, protection, sec)
-  Parks deficient

-  Rivers/Streams
-  Topography
-  Taxlots
-  City boundary

Assessor Data
 Situs: BRIDGE ST
 Mktvalland: 0
 Mktvallimps: 0
 Exmvalland: 0
 Exmvallimps: 0
 Exmtype:
 Neighborhood Code: 62
 Usecode/Arch Style: A
 PDX Zoning:
 Other Zoning: R7.5

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0.02
 (1 = in; 0 = out)
 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1700



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Transfer of One Tax
Foreclosed Property to the City
of Fairview, for Public Purposes

)

ORDER
97-82

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to governmental bodies, provided the property is used for a public purpose; and

WHEREAS, the County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfer of tax foreclosed property to the City of Fairview, and

WHEREAS, the City of Fairview has formally requested the transfer of certain Tax Foreclosed Property located in Multnomah County, more particularly described in the attached Exhibit A; and

WHEREAS, pursuant to ORS 271.330(3) and Ordinance 795, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner after the above referenced report has been made available to the County Board; and

WHEREAS, Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described in the attached Exhibit A, as required under ORS 271.330(3) and Ordinance 795; and

WHEREAS, after holding the public hearing on the requested transfers, the Board determined this one property is no longer needed by the County, and is eligible to be transferred to the City of Fairview for public purposes.

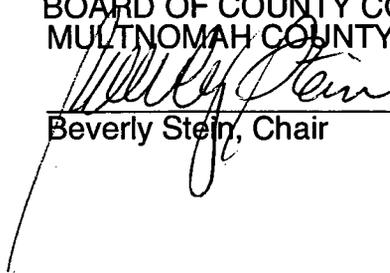
NOW, THEREFORE, IT IS HEREBY ORDERED, that the one property described in the attached Exhibit A, be transferred without monetary consideration, to the City of Fairview, provided that said property shall be used and continue to be used by the City of Fairview, for public purposes in the State of Oregon, and should the properties ceased to be used for public purposes by the City of Fairview, the interest of the City of Fairview shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties in the attached Exhibit A, to the City of Fairview.

Dated this 1st day of May 1997.



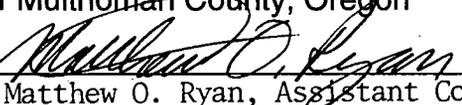
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

Acct. No. R-76020-0250

All that part of Lot 6, Shaes East Fairview, Multnomah County, Oregon lying between the East line of the E.R. Scott Donation Land Claim and the East line of the following described tract of land:

A portion of Lot 6, Shaes East Fairview described as: Beginning at the Northwest corner of the A.C. Dunbar Donation Land Claim in Township 1 North, Range 3 East of the Willamette Meridian; thence East along the North line of said Dunbar Donation Land Claim, a distance of 1929.81 feet; thence North, a distance of 30.00 feet to a point on the South line of said Lot 6, which is 403.60 feet East of the Southwest Corner of said Lot 6, said point being the true point of beginning of the tract of land herein described; thence East along the South line of said Lot 6 and parallel with the North line of said Dunbar Donation Land Claim, a distance of 191.50 feet; thence North and parallel with the West line of said Lot 6, a distance of 191.20 feet to the Southerly line of the Union Pacific Company's Right-of-Way; thence along said right-of-way line, N73°11'W, a distance of 200.06 feet; thence South and parallel with the West line of said Lot 6, a distance of 249.08 feet to the point of beginning.

DEED D971430

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Fairview, a municipal corporation of the State of Oregon, Grantee, the following one real property located within the County of Multnomah and State of Oregon:

As described on attached EXHIBIT A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

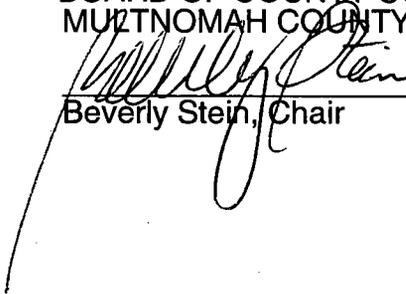
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT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

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

CITY OF FAIRVIEW
300 HARRISON ST
FAIRVIEW OR 97024

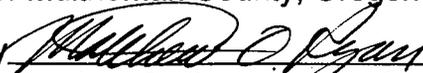
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County commissioners this 1st day of May, 1997, by authority of an Order of the Board of County commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

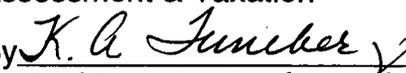

Beverly Stein, Chair



REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Asst. County Counsel

APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By 
Kathleen A. Tuneberg, Acting Director

After recording, return to Tax Title: 166/300

EXHIBIT "A"

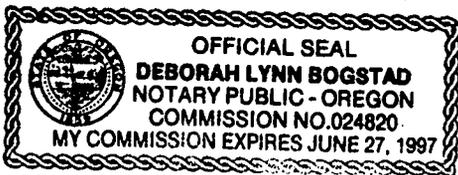
Acct. No. R-76020-0250

All that part of Lot 6, Shaes East Fairview, Multnomah County, Oregon lying between the East line of the E.R. Scott Donation Land Claim and the East line of the following described tract of land:

A portion of Lot 6, Shaes East Fairview described as: Beginning at the Northwest corner of the A.C. Dunbar Donation Land Claim in Township 1 North, Range 3 East of the Willamette Meridian; thence East along the North line of said Dunbar Donation Land Claim, a distance of 1929.81 feet; thence North, a distance of 30.00 feet to a point on the South line of said Lot 6, which is 403.60 feet East of the Southwest Corner of said Lot 6, said point being the true point of beginning of the tract of land herein described; thence East along the South line of said Lot 6 and parallel with the North line of said Dunbar Donation Land Claim, a distance of 191.50 feet; thence North and parallel with the West line of said Lot 6, a distance of 191.20 feet to the Southerly line of the Union Pacific Company's Right-of-Way; thence along said right-of-way line, N73°11'W, a distance of 200.06 feet; thence South and parallel with the West line of said Lot 6, a distance of 249.08 feet to the point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAY 01 1997

AGENDA #: R-7

ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER **TWENTY-THREE** TAX FORECLOSED PROPERTIES TO THE CITY OF GRESHAM DEPARTMENT OF ENVIRONMENTAL SERVICES FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Public Hearing and Order Transferring twenty-three Tax Foreclosed Properties to the City of Gresham Department of Environmental Services for Public Purposes.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

5/8/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

Maps on file with Board Clerk.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg Leah R. Nicholas

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 14 AM 11:30

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 5/1/97
NAME LES WILKINS

ADDRESS City of Gresham
STREET

CITY _____ ZIP CODE _____

I WISH TO SPEAK ON AGENDA ITEM # R7

SUPPORT OPPOSE _____
SUBMIT TO BOARD CLERK

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Kathy Tuneberg/Stephen Kelly
TODAY'S DATE: April 2, 1997
REQUESTED PLACEMENT DATE: May 1, 1997

RE: REQUEST APPROVAL FROM THE BOARD TO TRANSFER TWENTY-THREE TAX FORECLOSED PROPERTIES TO THE CITY OF GRESHAM DEPARTMENT OF ENVIRONMENTAL SERVICES FOR PUBLIC PURPOSES.

I. Recommendation/Action Requested:

The Board of County Commissioners approve the transfer of twenty-three tax foreclosed properties to the City of Gresham Department of Environmental Services for public use.

II. Background/Analysis:

On March 26, 1997 the City of Gresham Department of Environmental Services requested these properties for transfer.

There were no duplicate applications submitted to Tax Title from another government entity requesting these properties. (See attached pages for property information and Metro map copies.)

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and processing legal documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no known conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks: April 17th & 24th

Notices will be sent to interested parties.

VIII. Other Government Participation:

Neighborhood associations within the County have been notified. A representative of the City of Gresham Department of Environmental Services is expected to attend.

STAFF REPORT

**MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITY
CITY OF GRESHAM, DEPARTMENT OF ENVIRONMENTAL SERVICES
FISCAL YEAR 1996-97**

APRIL 3, 1997

1. Legal Description: Tract A, COCHRAN TERRACE, a recorded subdivision in the City of Gresham, County of Multnomah and State of Oregon

Tax Account Number: R-16785-0010
Deed Number: D971431

Type of Use: Road plug across NE 6th Dr, incorporate into street area
Greenspace Code: -----, No designation assigned

Taxes: \$ 12.56
Expenses: \$ 0.00

2. Legal Description: Tract A, FOXGLOVE, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-29540-0010
Deed Number: D971432

Type of Use: Public road
Greenspace Code: ---P-, Park deficient area

Taxes: \$ 706.03
Expenses: \$ 0.00

3. Legal Description: Tract "P" of GLOCCA MORRA, as recorded in Plat Book 1217 on Page 57, on July 26, 1984 in Multnomah County, State of Oregon.

EXCEPTING there from all that part lying in Street.

Tax Account Number: R-32860-0090
Deed Number: D971433

Type of Use: Add to public street right of way
Greenspace Code: -----, No designation assigned

Taxes: \$ 18.73
Expenses: \$ 0.00

4. Legal Description: Tract J, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon.
- Tax Account Number: R-40860-0100
Deed Number: D971437
- Type of Use: Road plug - Incorporate into the street area of SW 12th Ct.
Greenspace Code: G----, Greenspace inventory (Parks, wetlands, trails)
- Taxes: \$ 11.89
Expenses: \$ 3.80
5. Legal Description: Tract K, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0110
Deed Number: D971438
- Type of Use: Incorporate into adjacent City open space area tract "KK"
Greenspace Code: G----, Greenspace inventory (parks, wetlands, trails)
- Taxes: \$ 11.89
Expenses: \$ 3.80
6. Legal Description: Tract M, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0130
Deed Number: D971436
- Type of Use: Road plug - Incorporate into the street area of SW Nancy Ct.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
7. Legal Description: Tract O, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0150
Deed Number: D971450
- Type of Use: Road plug - Incorporate into street area of Highland Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80

8. Legal Description: Tract P, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0160
Deed Number: D971439
- Type of Use: Road plug - Incorporate into the street area of SW Thomas Ave.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
9. Legal Description: Tract Q, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0170
Deed Number: D971451
- Type of Use: Road plug - Incorporate into the street area of SW 23rd Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
10. Legal Description: Tract R, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0180
Deed Number: D971452
- Type of Use: Road plug - Incorporate into the street area of SW 19th St.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
11. Legal Description: Tract S, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0190
Deed Number: D971443
- Type of Use: Road plug - Incorporate into street area of SW Phyllis Ave.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80

12. Legal Description: Tract T, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0200
Deed Number: D971442
- Type of Use: Road plug - Incorporate into street area of SW Nancy Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
13. Legal Description: Tract U, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0210
Deed Number: D971440
- Type of Use: Road plug - Incorporate into the street of area of SW 18th Ct.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
14. Legal Description: Tract V, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0220
Deed Number: D971441
- Type of Use: Road plug - Incorporate into the street area of SW Nancy Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80
15. Legal Description: Tract W, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0230
Deed Number: D971453
- Type of Use: Road Plug - Incorporate into street area of SW Nancy Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 11.89
Expenses: \$ 3.80

16. Legal Description: Lot A, MARIPOSA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-54060-0010
Deed Number: D971434
- Type of Use: Road plug
Greenspace Code: ---P-, Park deficient area
- Taxes: \$ 11.89
Expenses: \$ 3.80
17. Legal Description: Tract A, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0010
Deed Number: D971444
- Type of Use: Utilize tract as walkway from Dexter Street to Hall City Park.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 10.94
Expenses: \$ 0.00
18. Legal Description: Tract B, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0020
Deed Number: D971445
- Type of Use: Road plug - Incorporate into street area of NE 27th Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 10.94
Expenses: \$ 0.00
19. Legal Description: Tract C, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0030
Deed Number: D971446
- Type of Use: Street plug - Incorporate into the street area of NE 27th Dr.
Greenspace Code: -----, No designation assigned
- Taxes: \$ 10.94
Expenses: \$ 0.00

20. Legal Description: Tract D, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-74380-0040
Deed Number: D971447

Type of Use: Street plug - Incorporate into the street area of NE 29th St.
Greenspace Code: -----, No designation assigned

Taxes: \$ 10.94
Expenses: \$ 0.00

21. Legal Description: WLY 33' OF SLY 20' OF Lot 65, VERDANTA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-85920-5800
Deed Number: D971435

Type of Use: Incorporate into City open space
Greenspace Code: G----, Greenspace inventory (Parks, wetlands, trails)

Taxes: \$ 17.28
Expenses: \$ 0.00

22. Legal Description:

A tract of land situated in Section 8, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Commencing at the Northeast corner of Lot 1 of Block 5, in the duly recorded plat of "Bon-al Park", situated in said Section 8; thence S66°14'42"W, along the North line of said Lot 1, a distance of 42.24 feet to the POINT OF BEGINNING of the tract of land herein described; thence S87°46'00"W, leaving said North line, a distance of 15.04 feet to a point; thence S02°14'00"E, a distance of 5.79 feet to a point in said North line of said Lot 1; thence N66°41'42"E, along said North line, a distance of 16.12 feet to the point of beginning.

Tax Account Number: R-99308-1510
Deed Number: D971448

Type of Use: Tract will be incorporated into City's Grant Butte Water Reservoir site.
Greenspace Code: -----, No designation assigned

Taxes: \$ 11.96
Expenses: \$ 0.00

23. Legal Description:

A parcel of land in the SW of Section 10, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, State of Oregon described as follow:

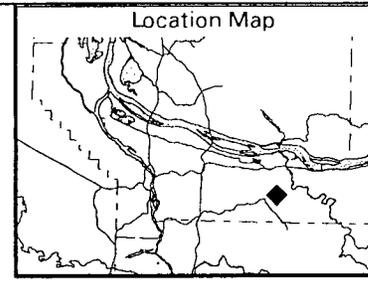
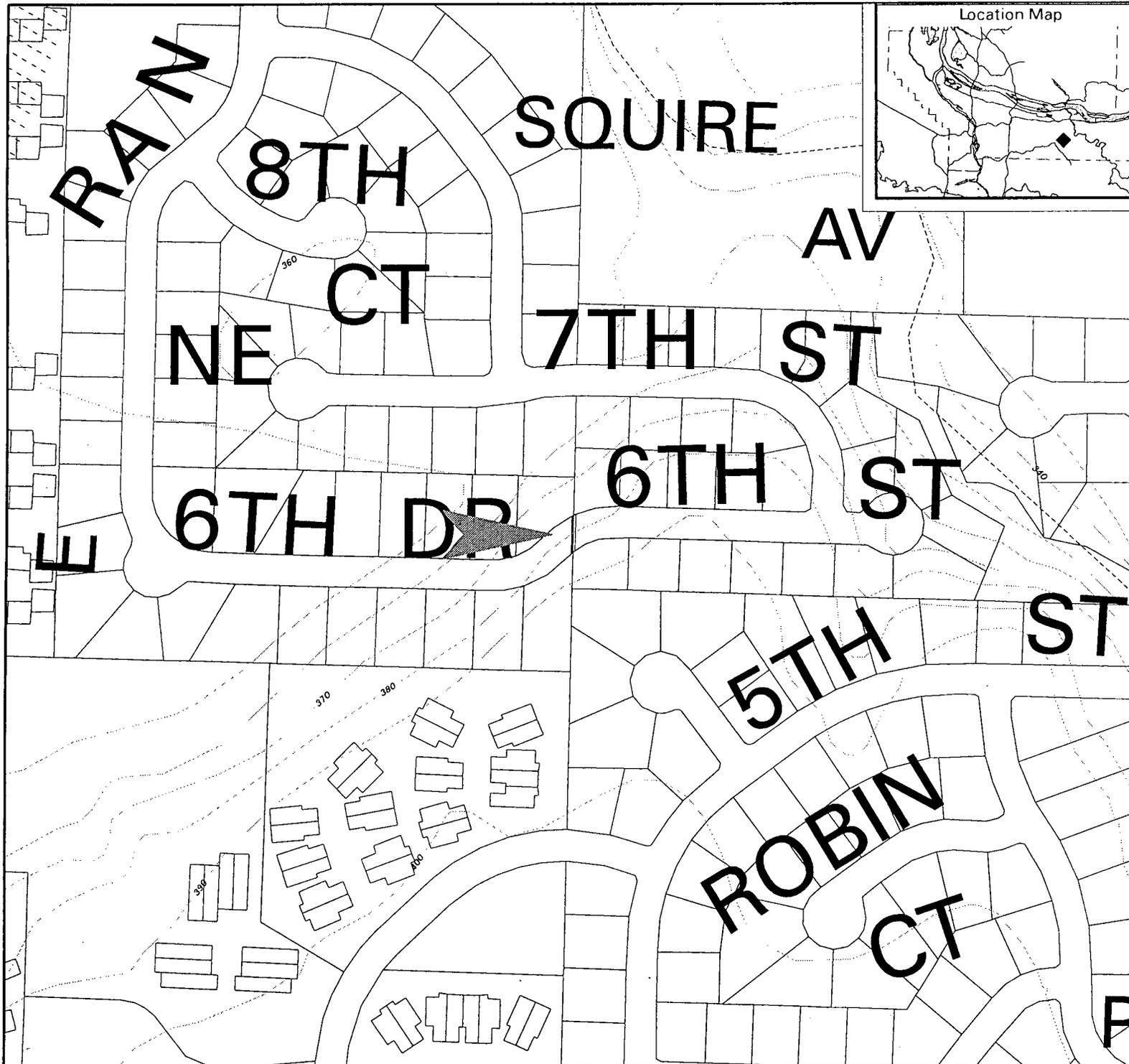
Commencing at a point at the intersection of the East line of SE Roberts Ave. and the North line of SE 5th st.; thence N88°15'E 200 feet along said North line of SE 5th St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence N88°15'E 111 feet parallel to the North line said SE 5th St.; thence South 8 feet to the North line of said street; thence S88°15'W 111 feet along said North line to the true point of beginning.

Tax Account Number: R-99310-1130
Deed Number: D971449

Type of Use: Tract will be incorporated into SE 5th St (SE Metzger St).

Greenspace Code: ----, No designation assigned

Taxes: \$ 15.40
Expenses: \$ 0.00



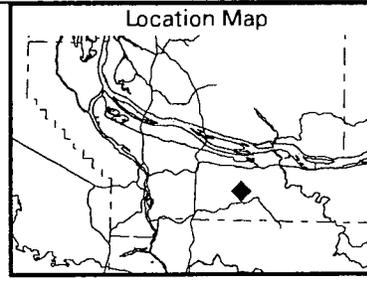
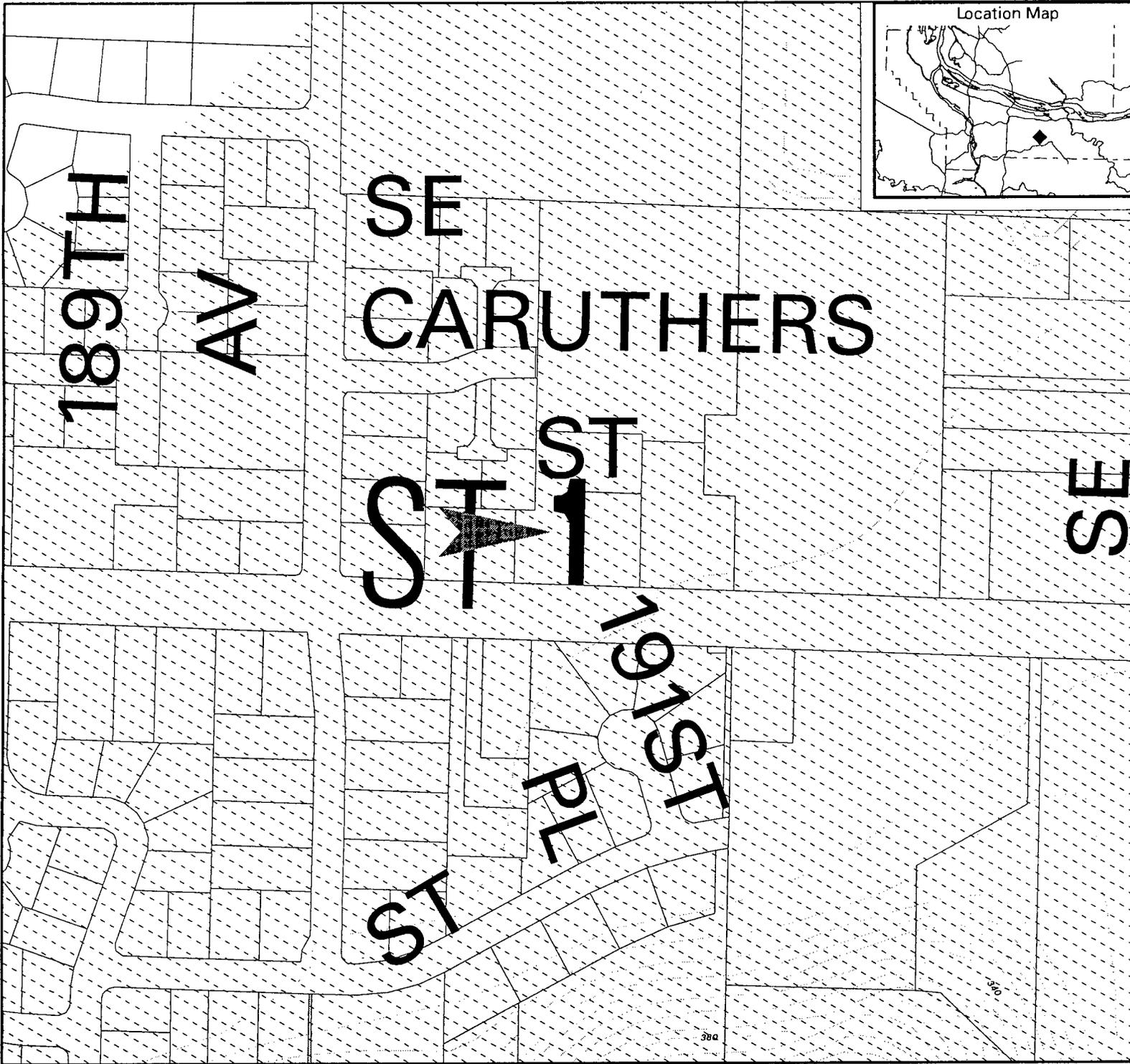
R L I S
 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R167850010

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvallimps: 0
 Exmvalland: 0
 Exmvallimps: 0
 Exmtype:
 NBO: GRESHAM KELLY CREEK
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LDR
 Quarter Section: 3356
 Jurisdiction: Gresham
 Property Number: 28



600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
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 FAX 503 797 1909
 Internet drc@metrodstar.us



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 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R295400010

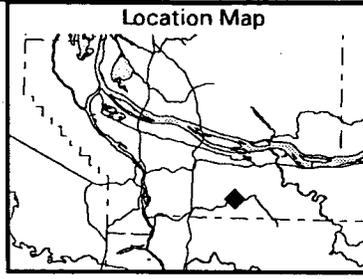
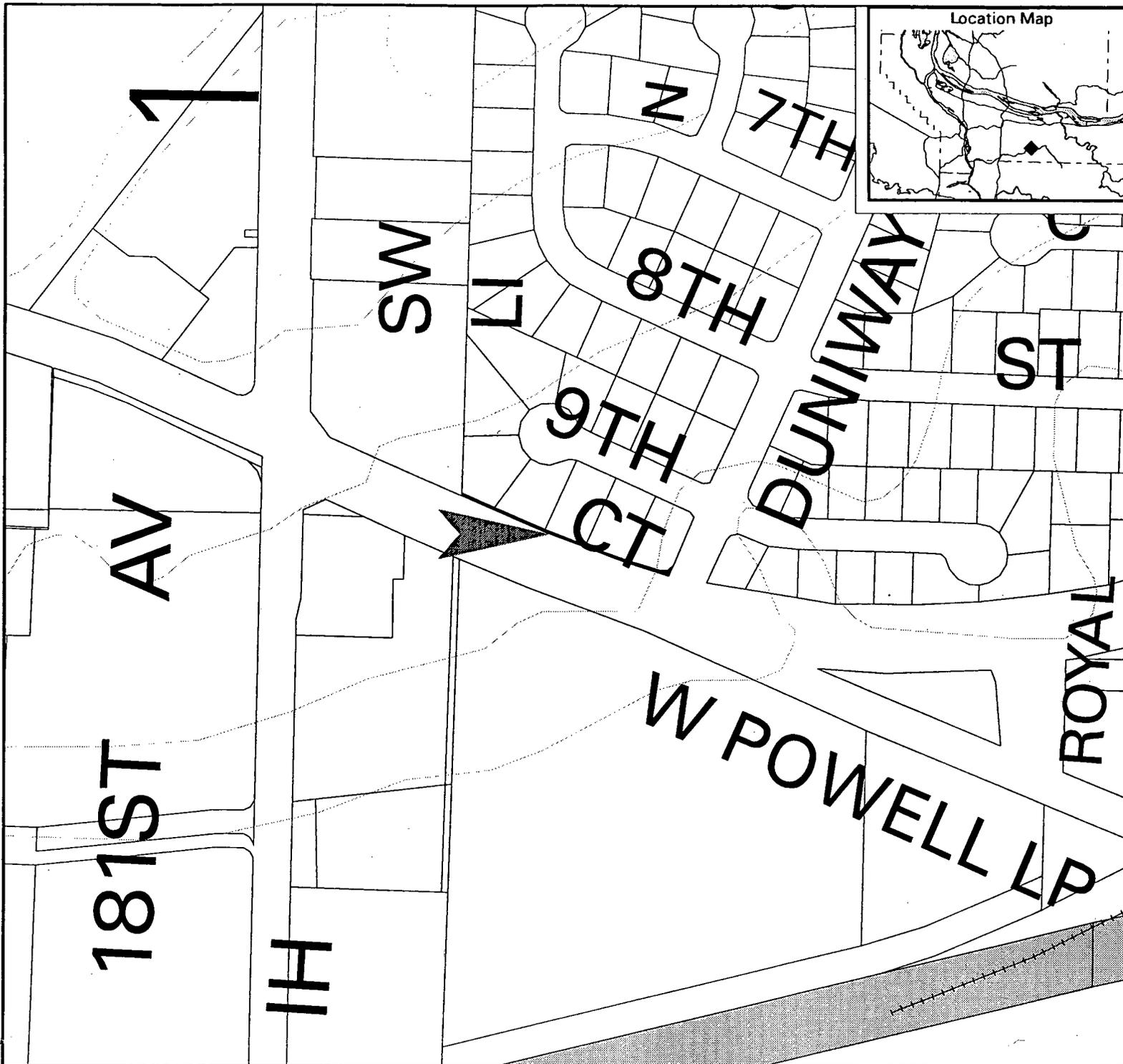
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs: SE DIVISION ST
 Mktvalland: 8000
 Mktvalimps: 0
 Exmvalland: 8000
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM CENTENNIAL EAS
 Usecode/Arch Style: A
 Acres: 0.11
 Zoning: LI
 Quarter Section: 3249
 Jurisdiction: Gresham
 Property Number: 61



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REGIONAL LAND INFORMATION SYSTEM

Run Date: 10/30/96

**Ordinance 795
Property Analysis**

Multnomah County Tax
Title Screen: R328600090

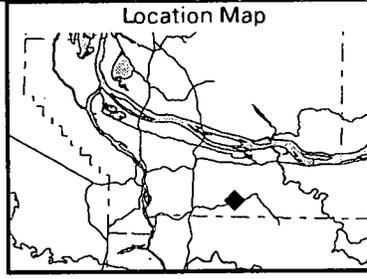
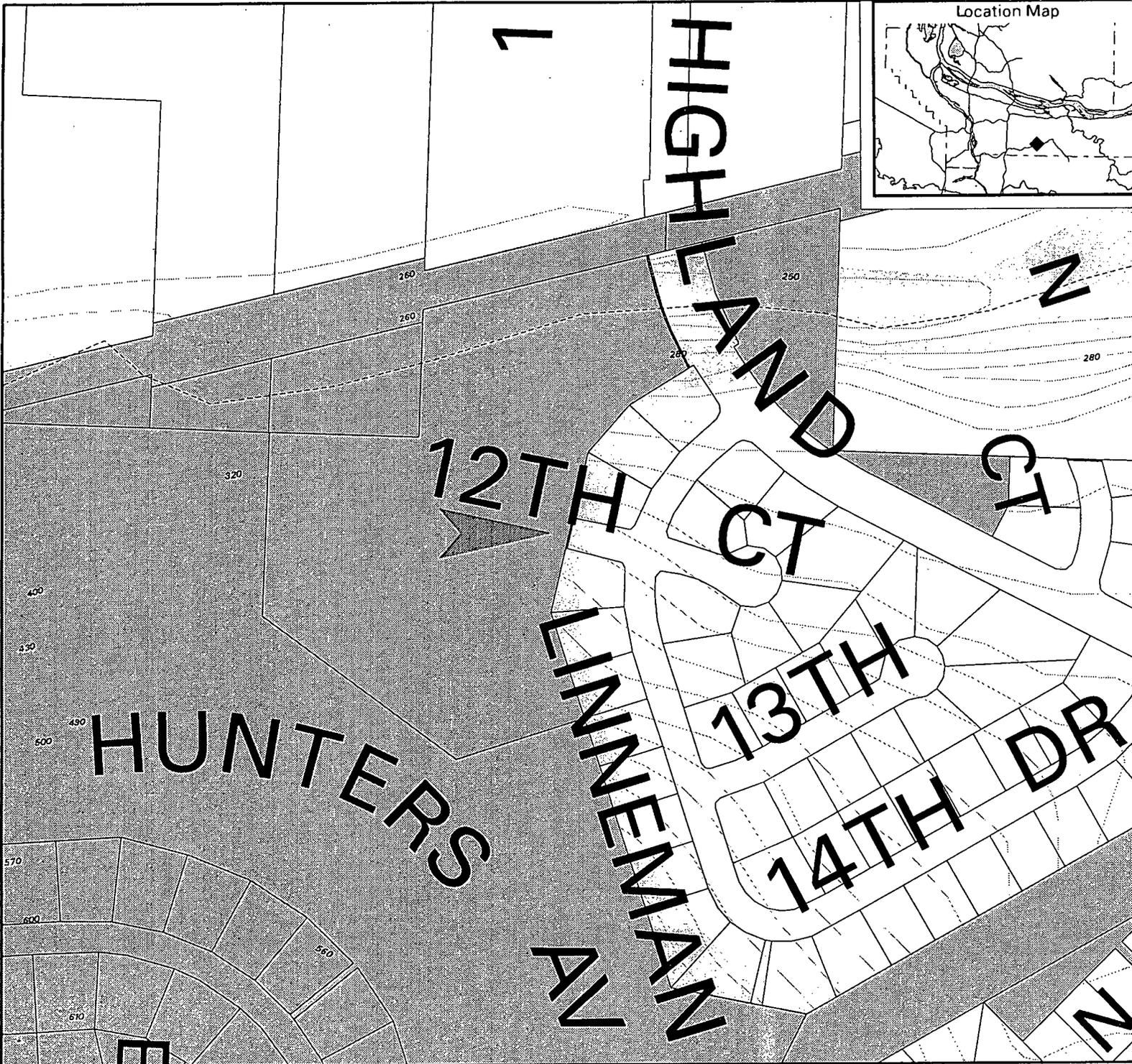
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: GRESHAM CENTENNIAL EAS
 Usecode/Arch Style: A
 Acres: 0.04
 Zoning: LDR
 Quarter Section: 3449
 Jurisdiction: Gresham
 Property Number: 64



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Property Analysis
 Multnomah County Tax
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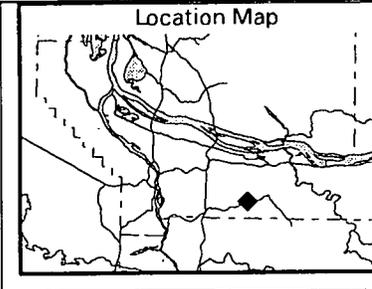
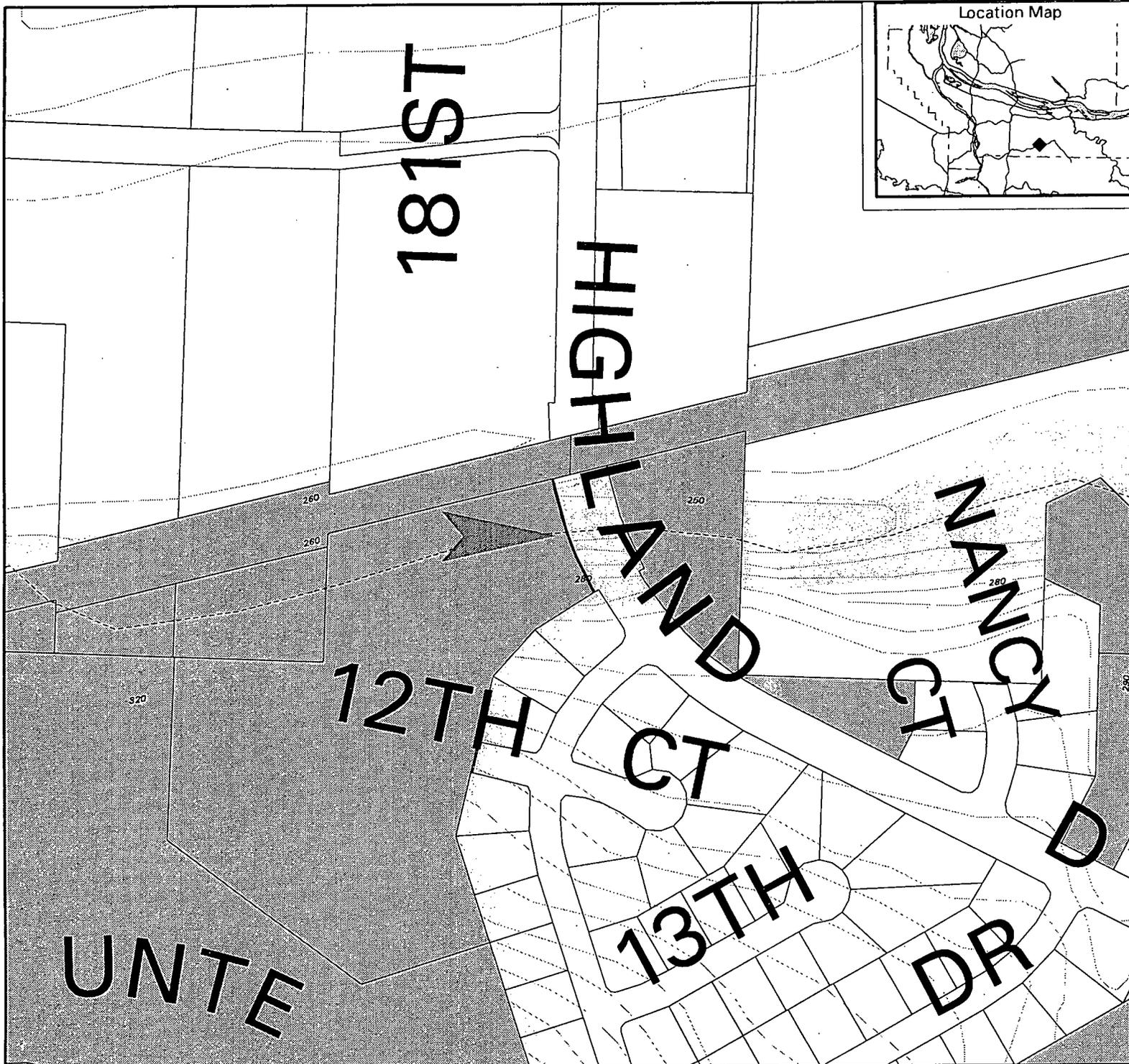
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3548
 Jurisdiction: Gresham
 Property Number: 84



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 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R408600110

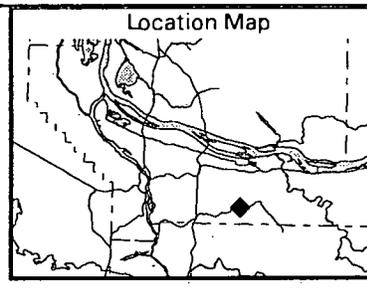
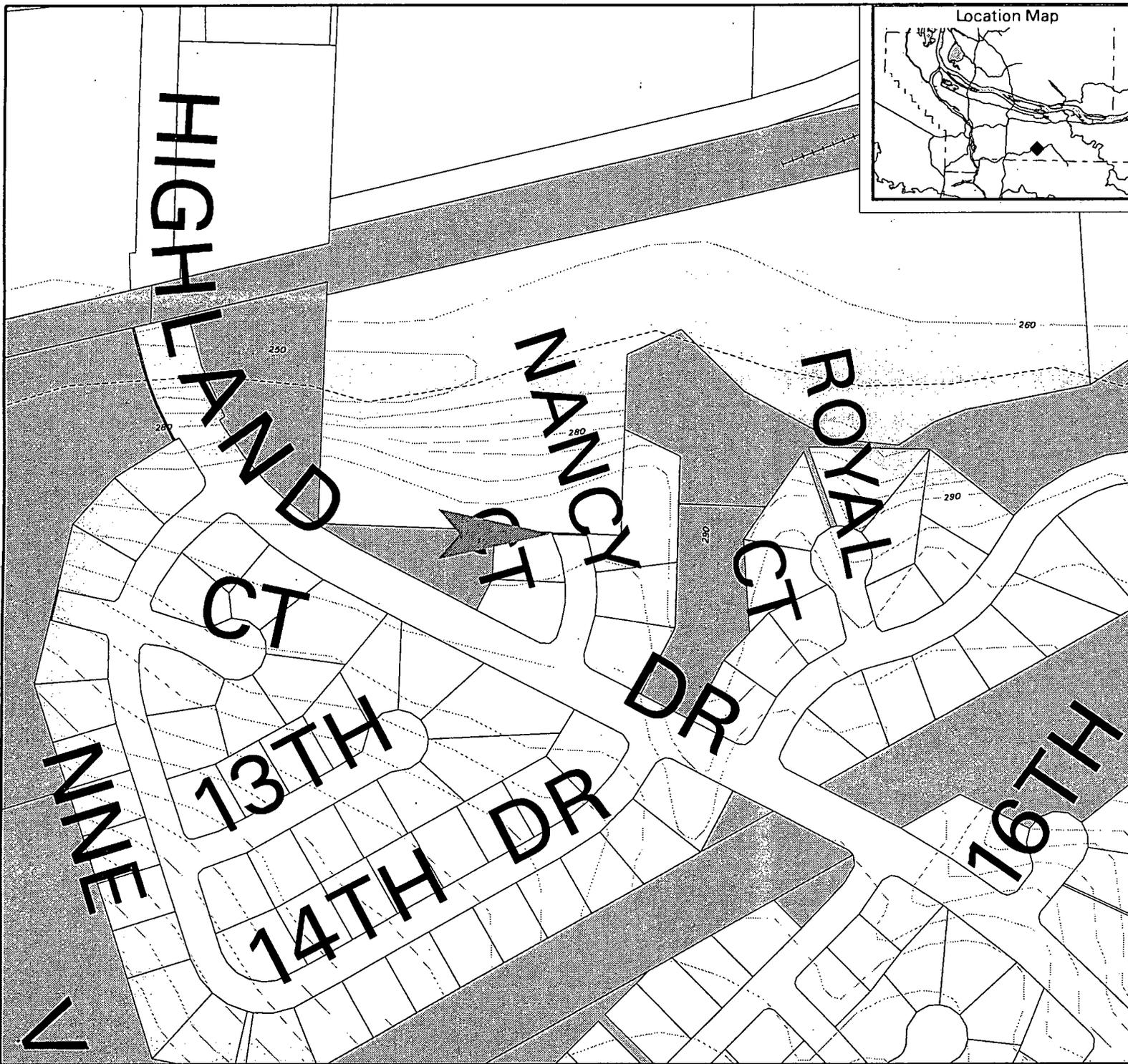
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: LR5
 Quarter Section: 3548
 Jurisdiction: Gresham
 Property Number: 86



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 Ordinance 795
 Property Analysis
 Multnomah County Tax
 Title Screen: R408600130

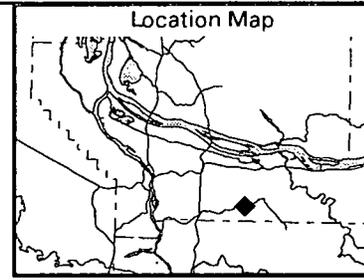
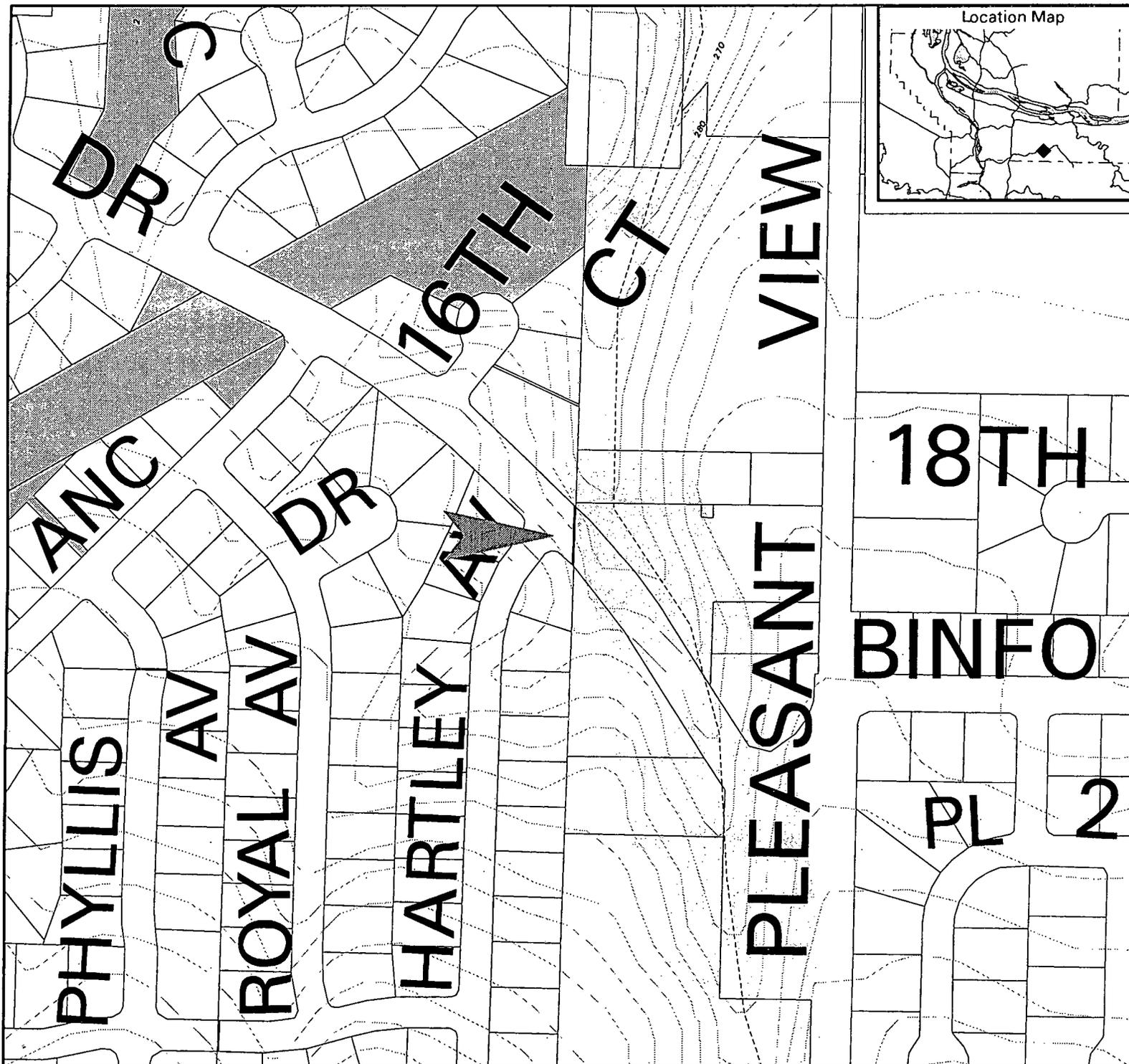
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
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 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 04
 NBO:
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section:
 Jurisdiction:
 Property Number: 80



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**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R408600150

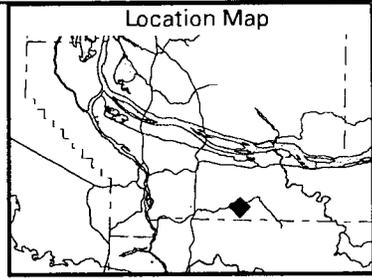
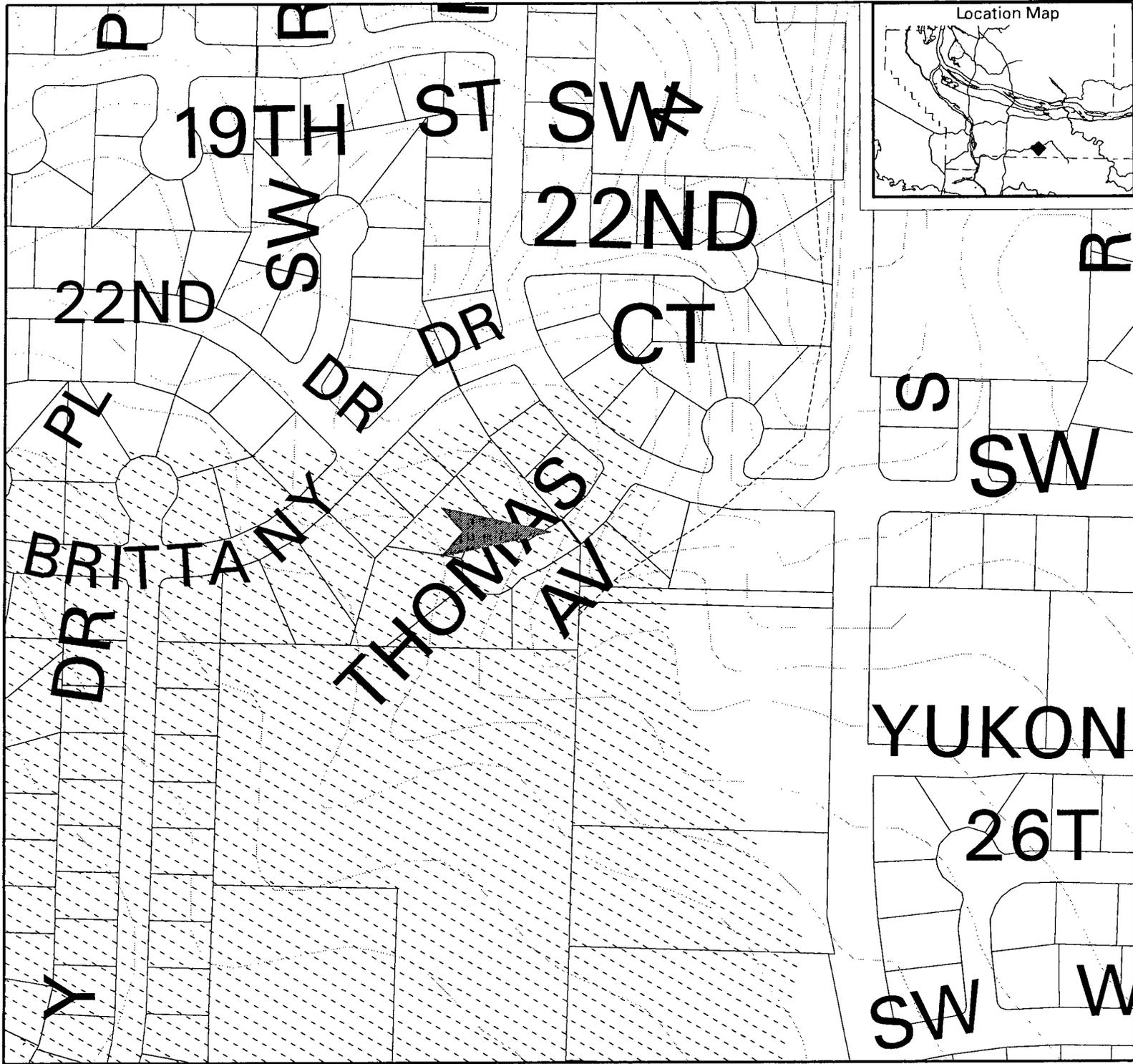
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: LR5
 Quarter Section: 3549
 Jurisdiction: Gresham
 Property Number: 87



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 Property Analysis
 Multnomah County Tax
 Title Screen: R408600160

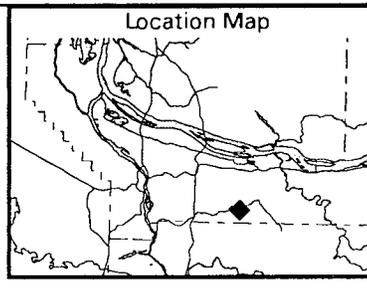
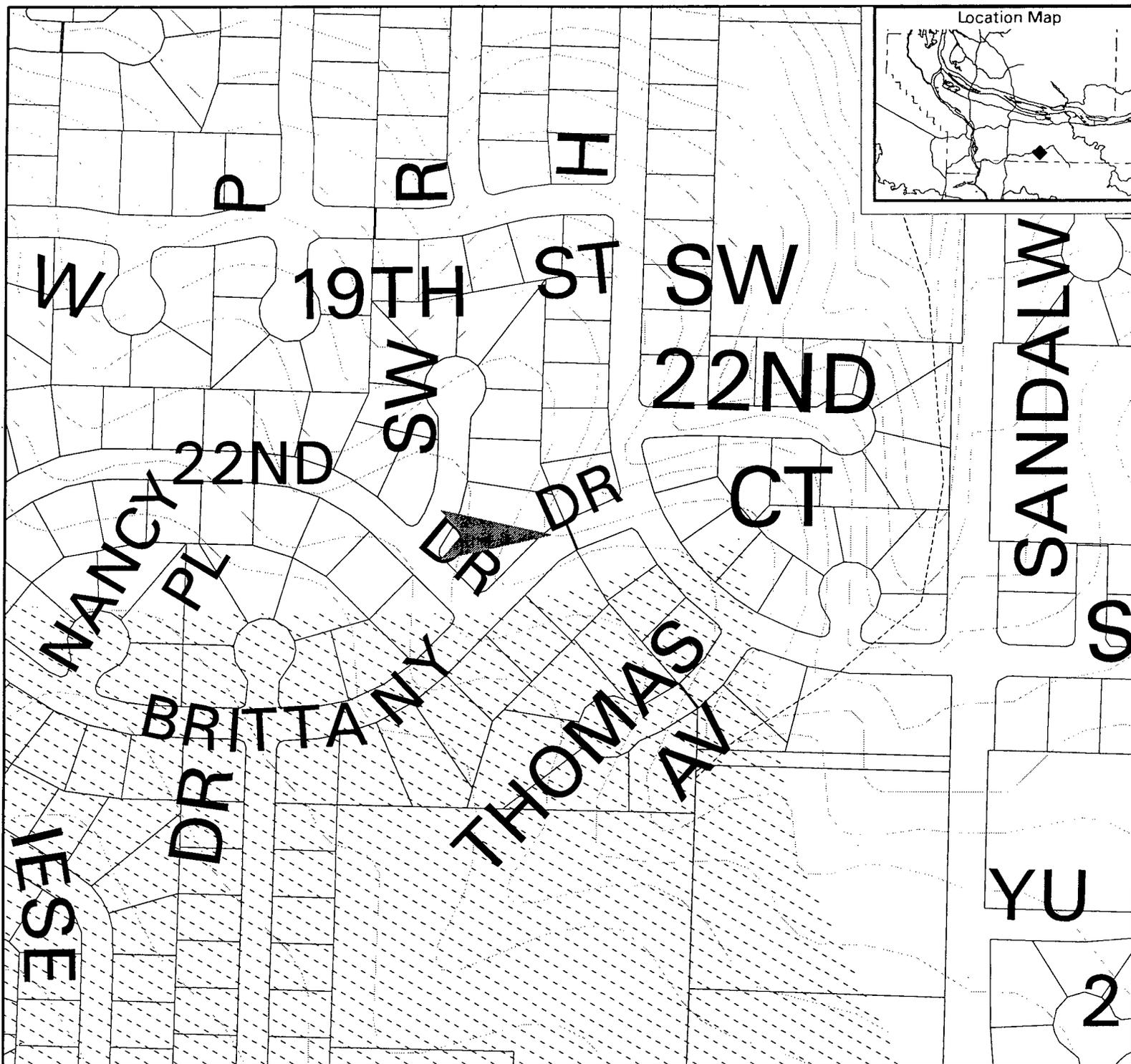
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO:
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section:
 Jurisdiction:
 Property Number: 88



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 Multnomah County Tax
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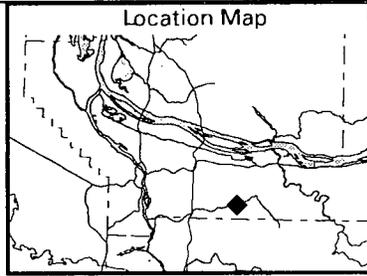
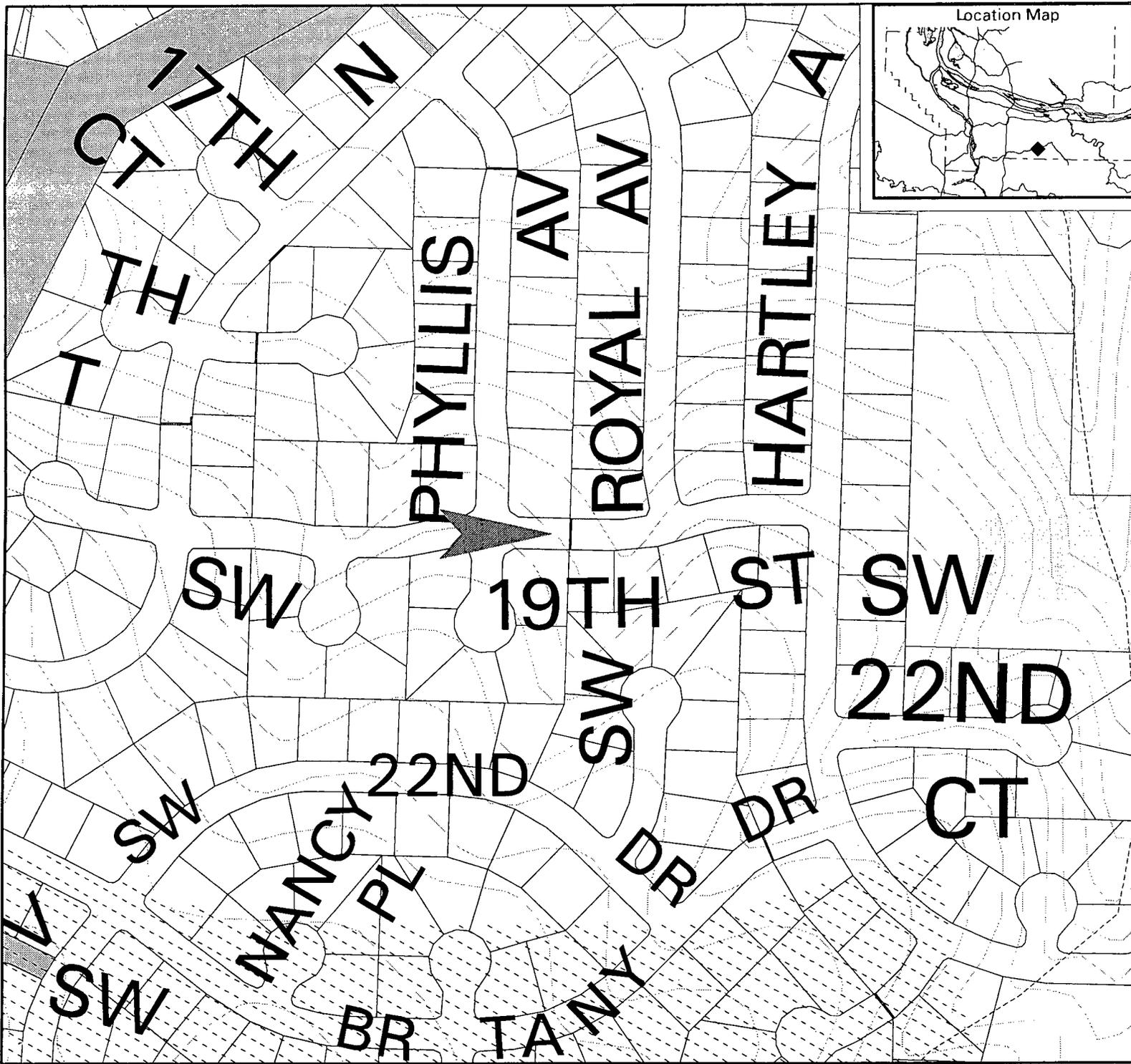
- Subject property
- Other foreclosed properties
- ▨ Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 89



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 Title Screen: R408600180

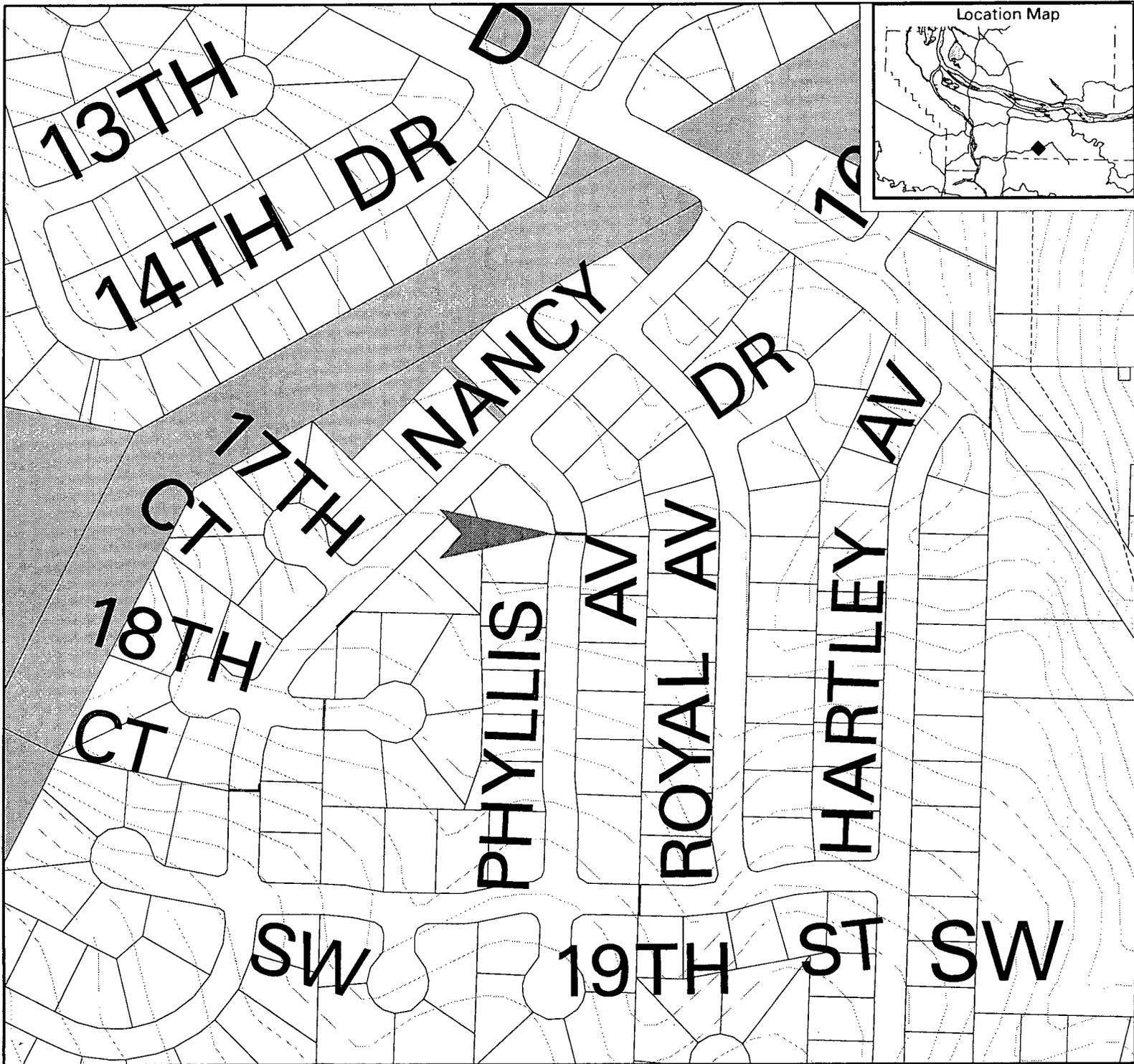
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvallimps: 0
 Exmvalland: 100
 Exmvallimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 90



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**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R408600190

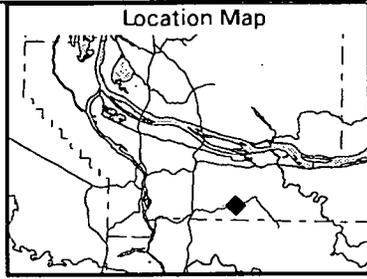
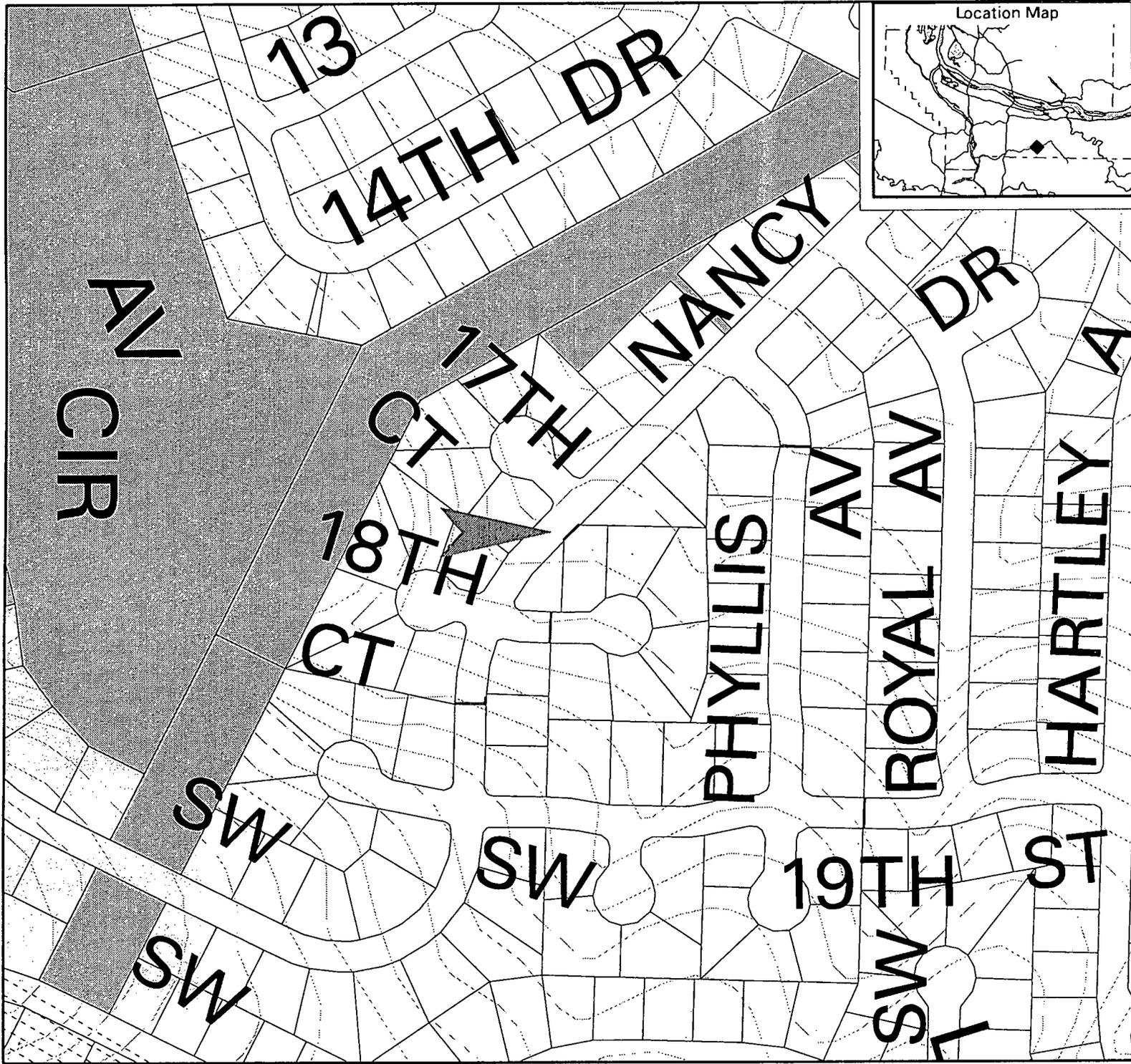
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 132



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Property Analysis
 Multnomah County Tax
 Title Screen: R408600200

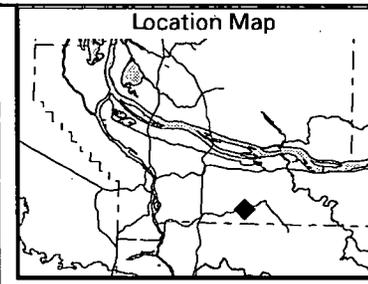
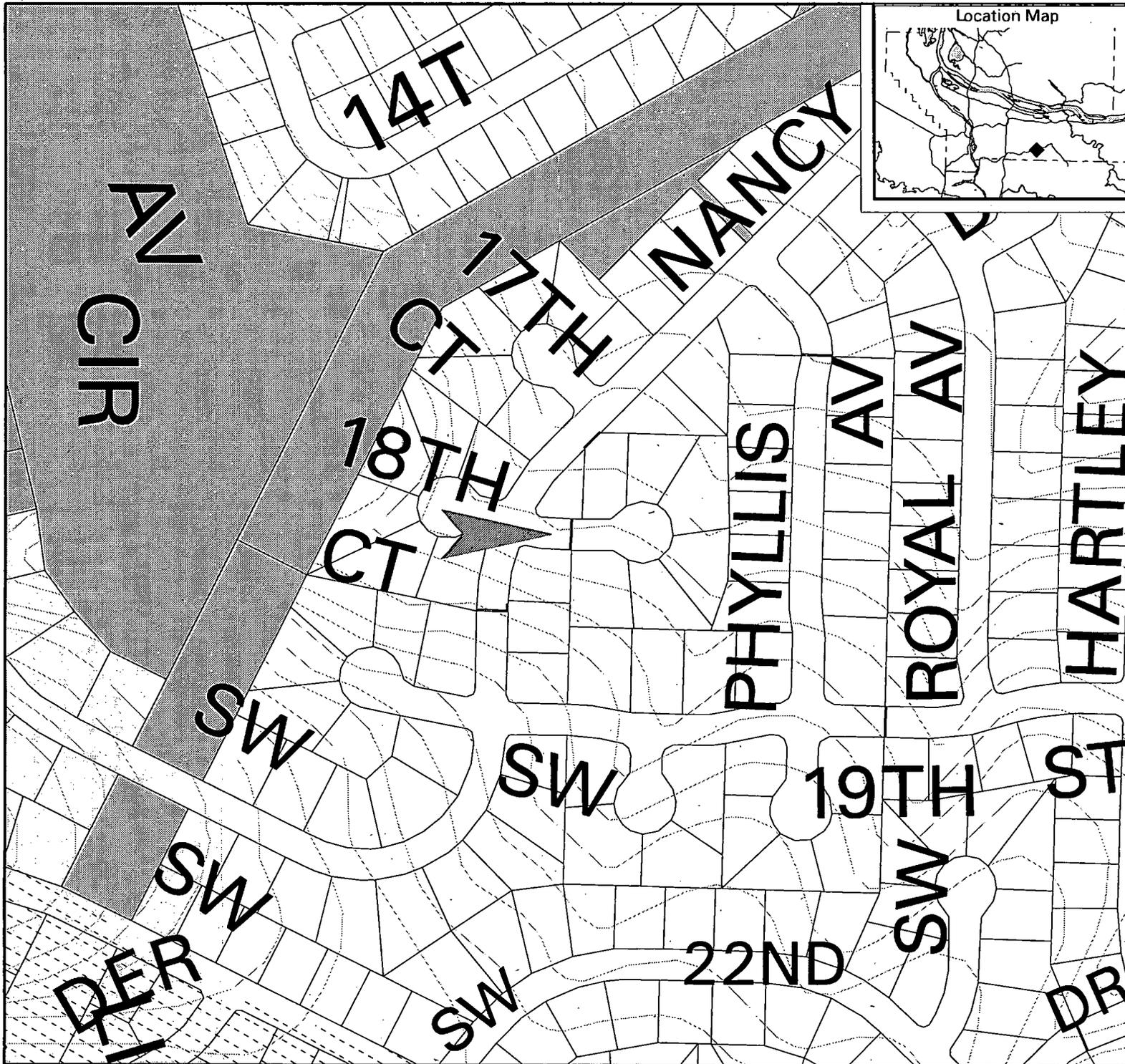
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvallimps: 0
 Exmvalland: 100
 Exmvallimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 131



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Property Analysis
 Multnomah County Tax
 Title Screen: R408600210

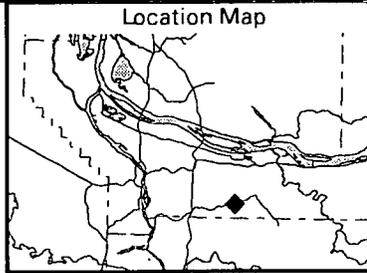
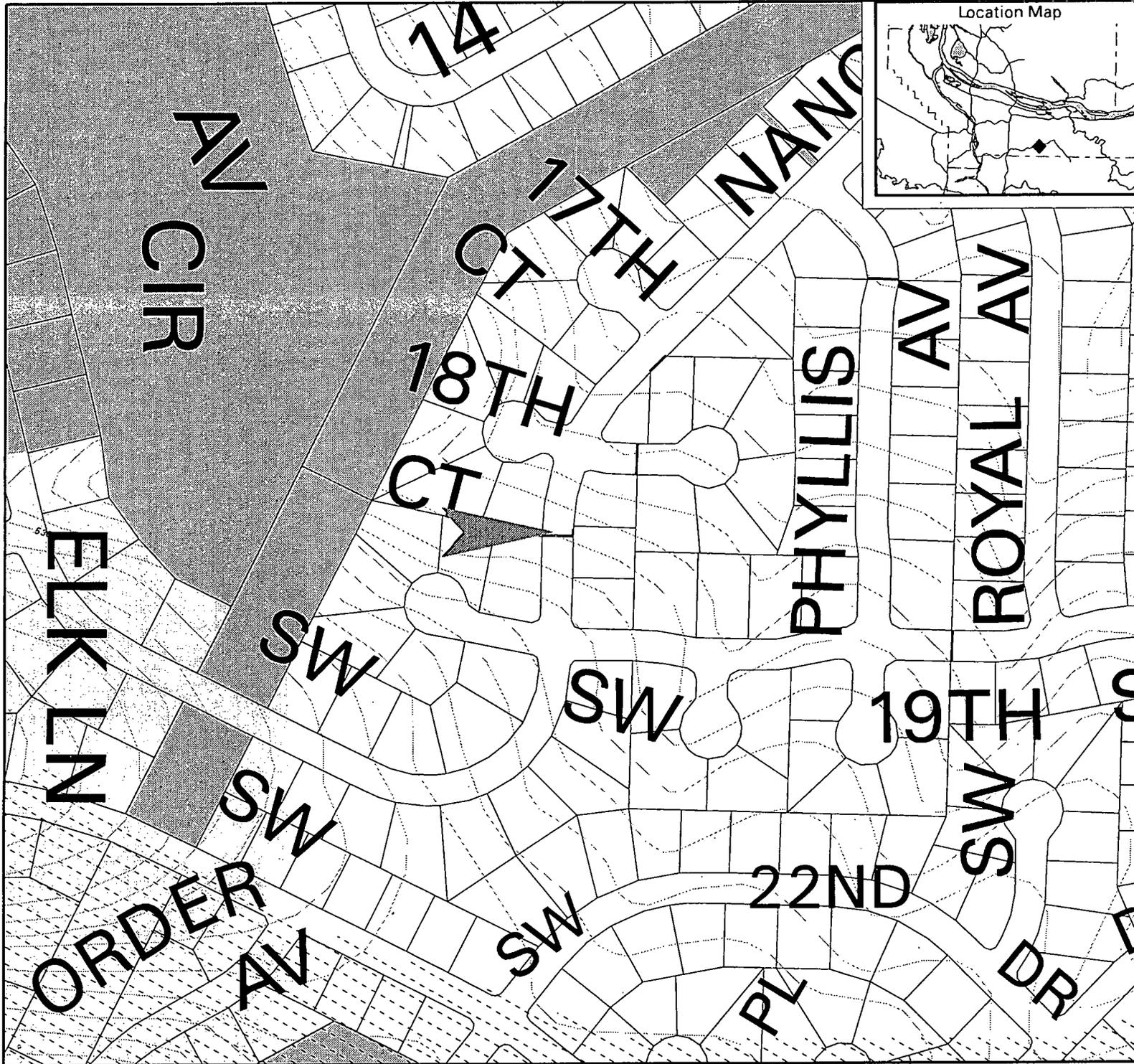
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 128



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Ordinance 795
Property Analysis
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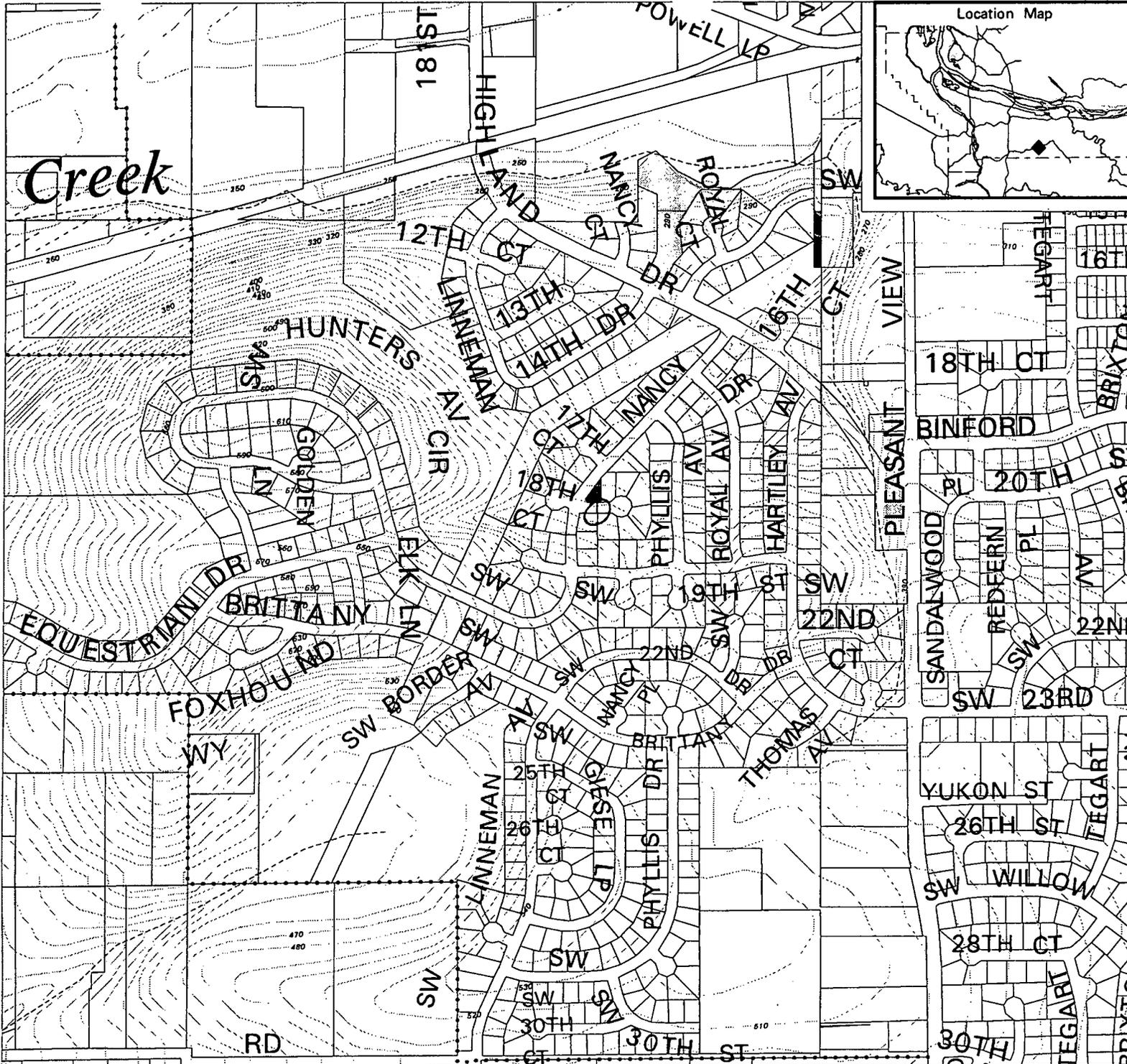
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM SOUTHWEST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR5
 Quarter Section: 3649
 Jurisdiction: Gresham
 Property Number: 130



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R L I S

Run Date: 10/20/94

Foreclosed Properties

Multnomah County Tax
Title Screen: R408600230

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls

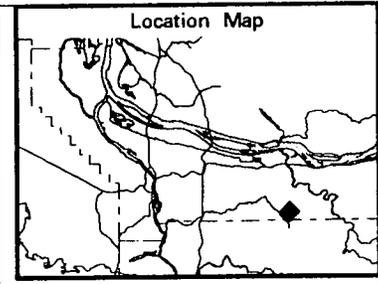
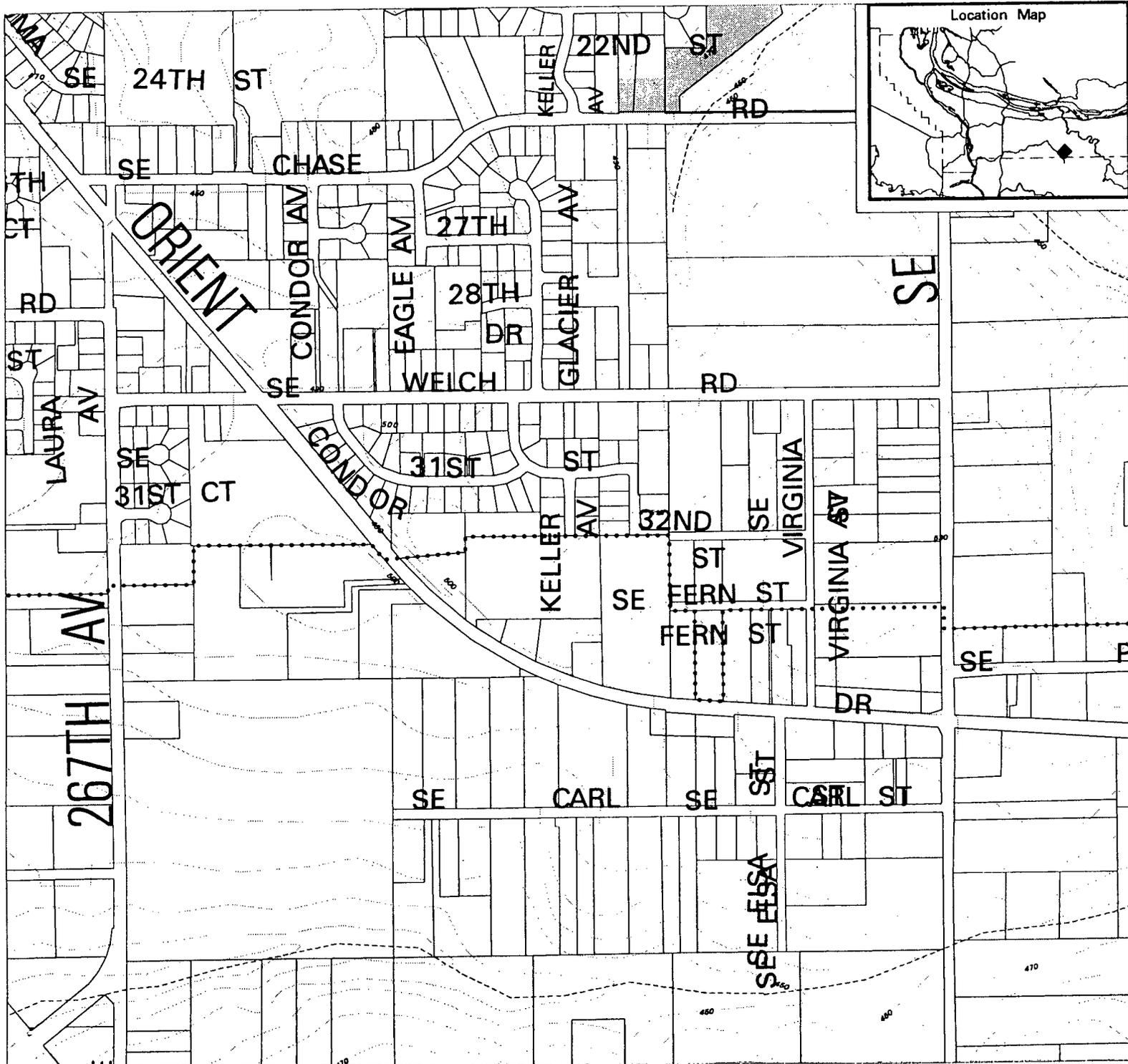
- Environmental overlays (conservation, protection, sec)
- Parks deficient

- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 Neighborhood Code: 57
 Usecode/Arch Style: A
 PDX Zoning:
 Other Zoning: LDR7

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0
 (1 = in; 0 = out)
 600 NE Grand Ave
 Portland, OR 97232-2736
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R L I S

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Foreclosed Properties

Multnomah County Tax
Title Screen: R540600010

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data

Situs:
Mktvalland: 0
Mktvallimps: 0
Exrvalland: 0
Exrvallimps: 0
Exrmtyp:
Neighborhood Code: 49
Usecode/Arch Style: A
PDX Zoning:
Other Zoning: LDR7

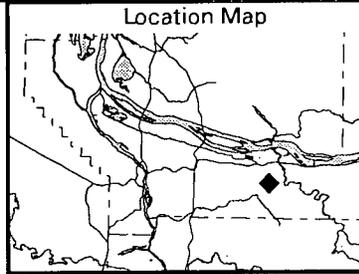
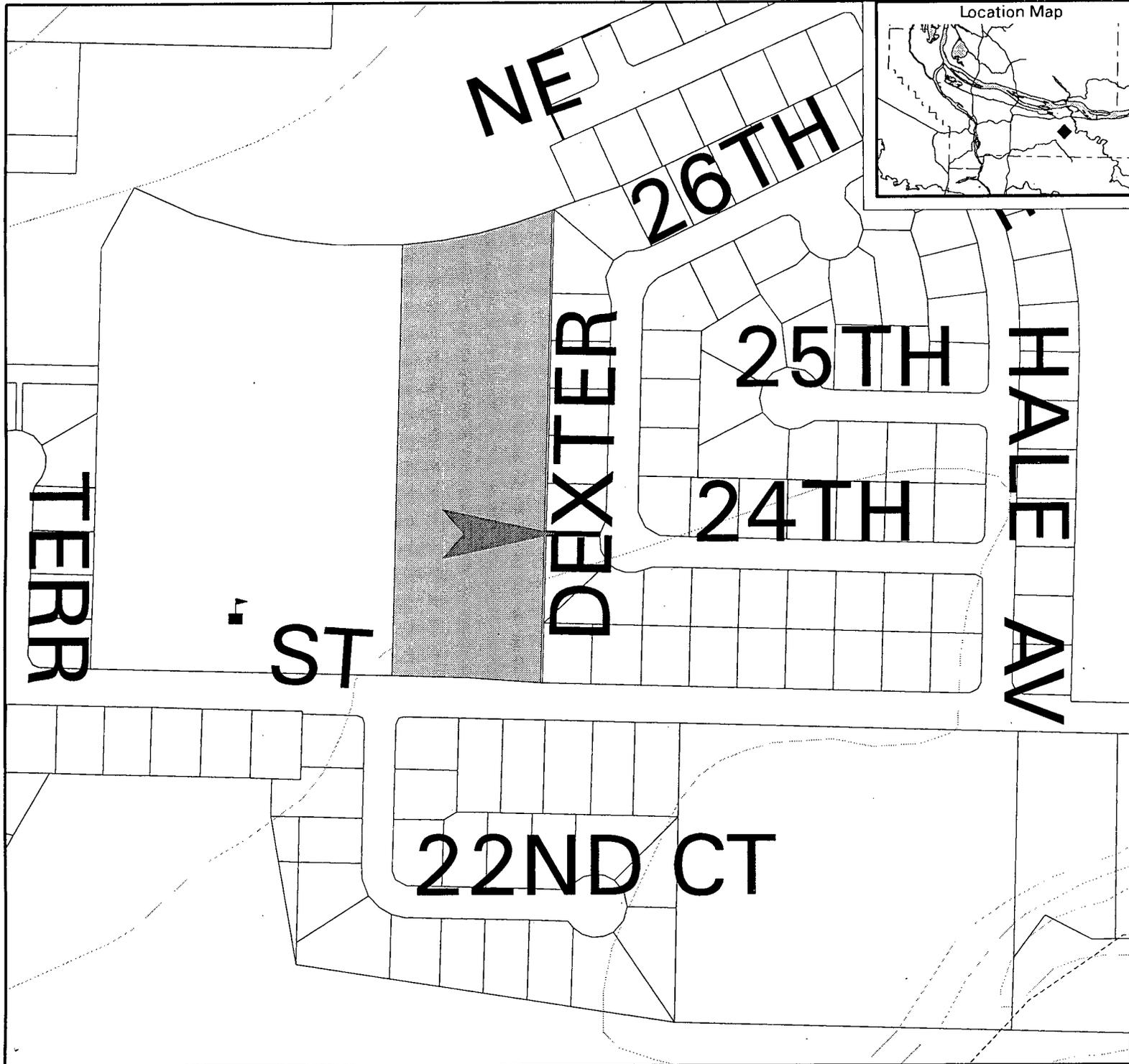
Metro Data

Floodplain: 0
National Wetlands Inventory: 0
Steep slope: 0
Urban Growth Boundary: 1
Acres: 0
(1 = in; 0 = out)

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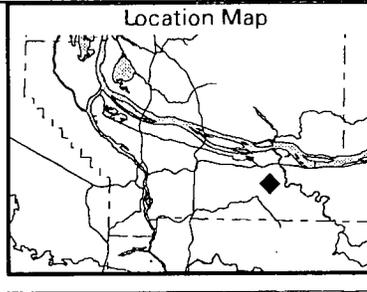
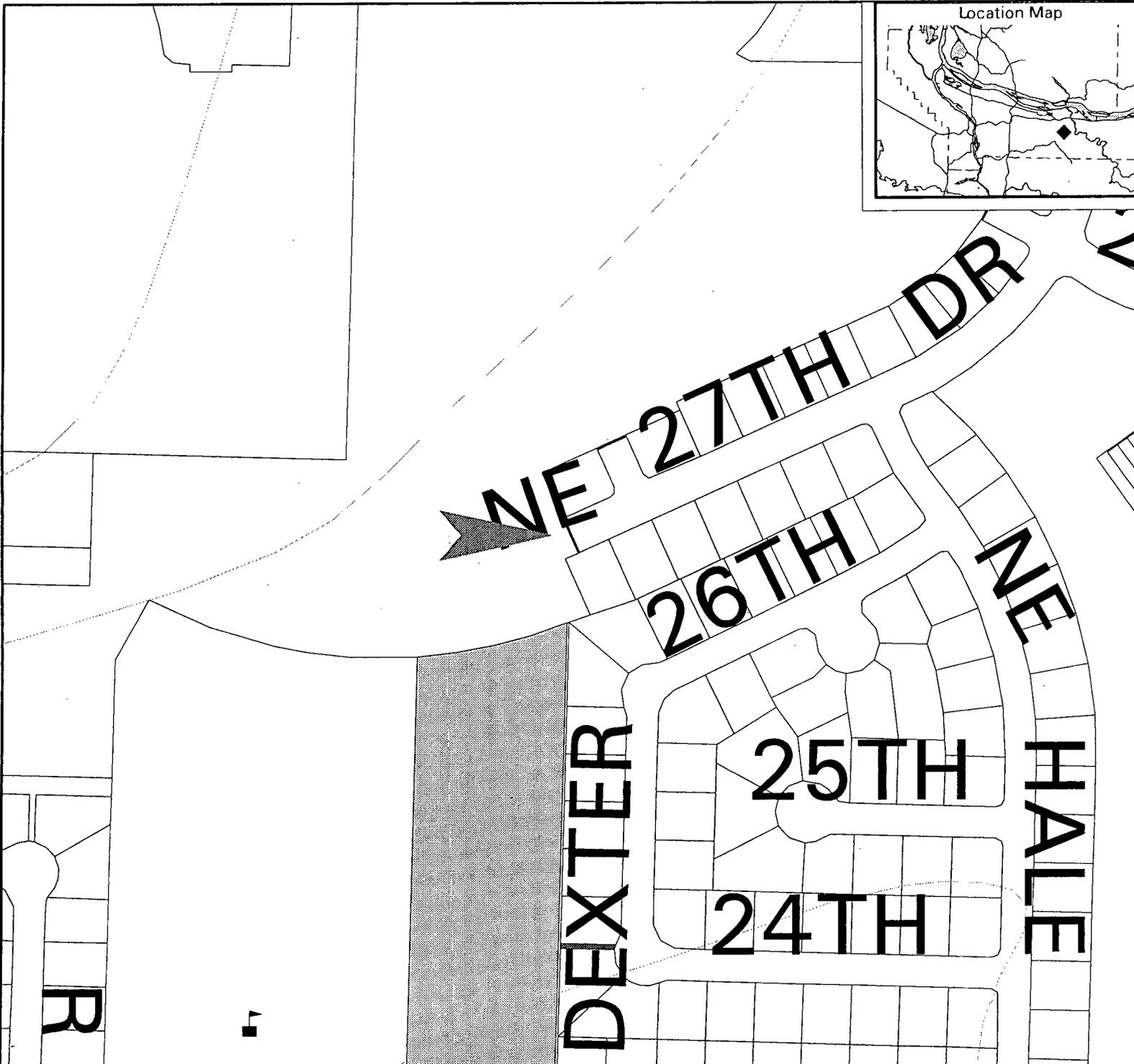
R L I S
 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R743800010

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: GRESHAM NORTHEAST
 Usecode/Arch Style: A
 Acres: 0.02
 Zoning: LDR PD
 Quarter Section: 3155
 Jurisdiction: Gresham
 Property Number: 196



METRO
 600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metro.dst.or.us



R L I S
 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R743800020

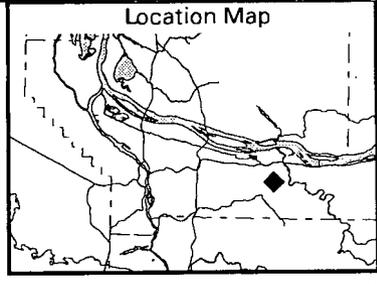
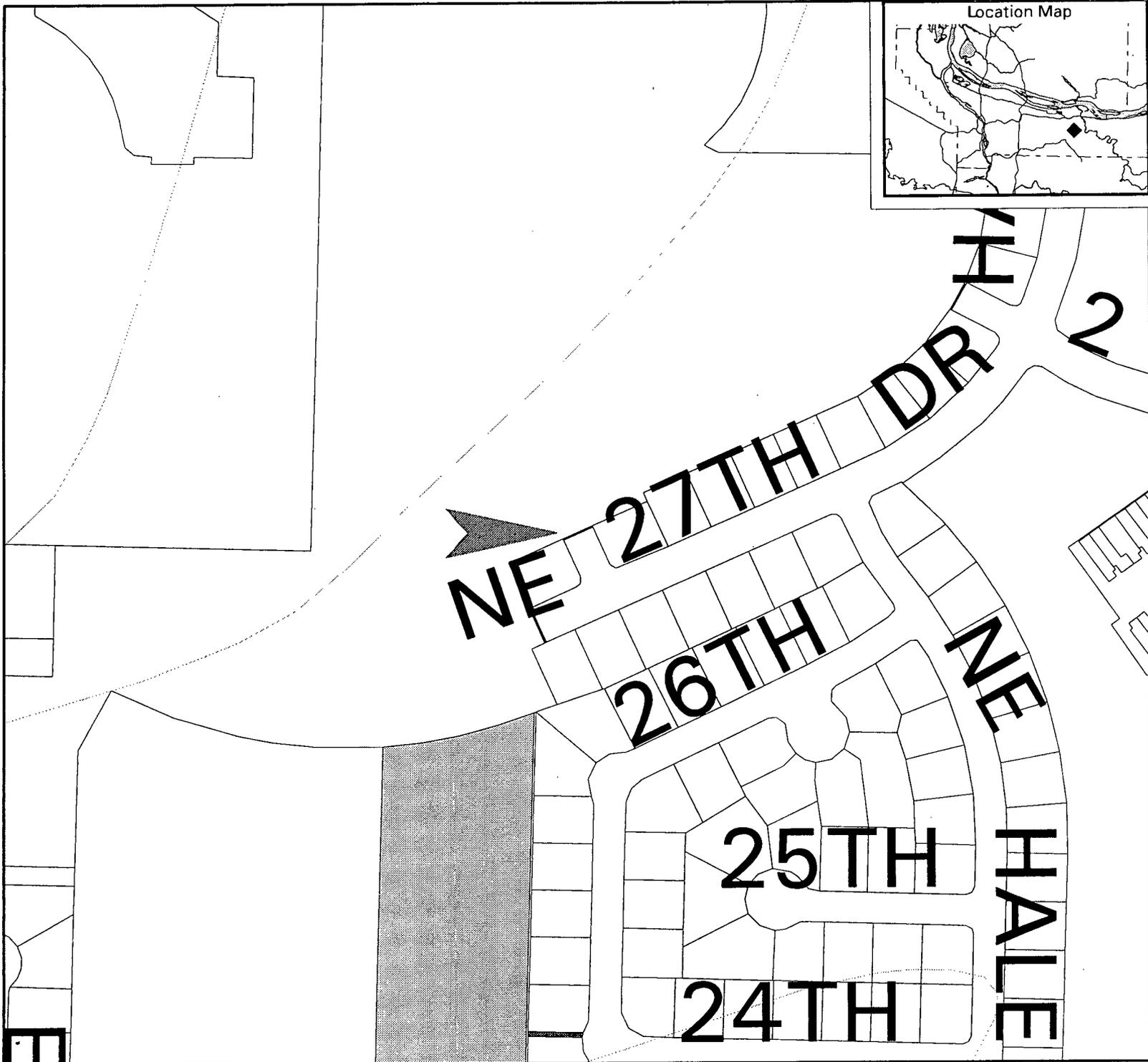
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: GRESHAM NORTHEAST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LDR PD
 Quarter Section: 3155
 Jurisdiction: Gresham
 Property Number: 197



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Run Date: 10/30/96

**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R743800030

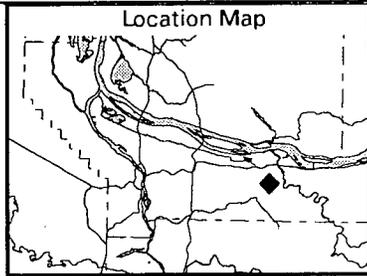
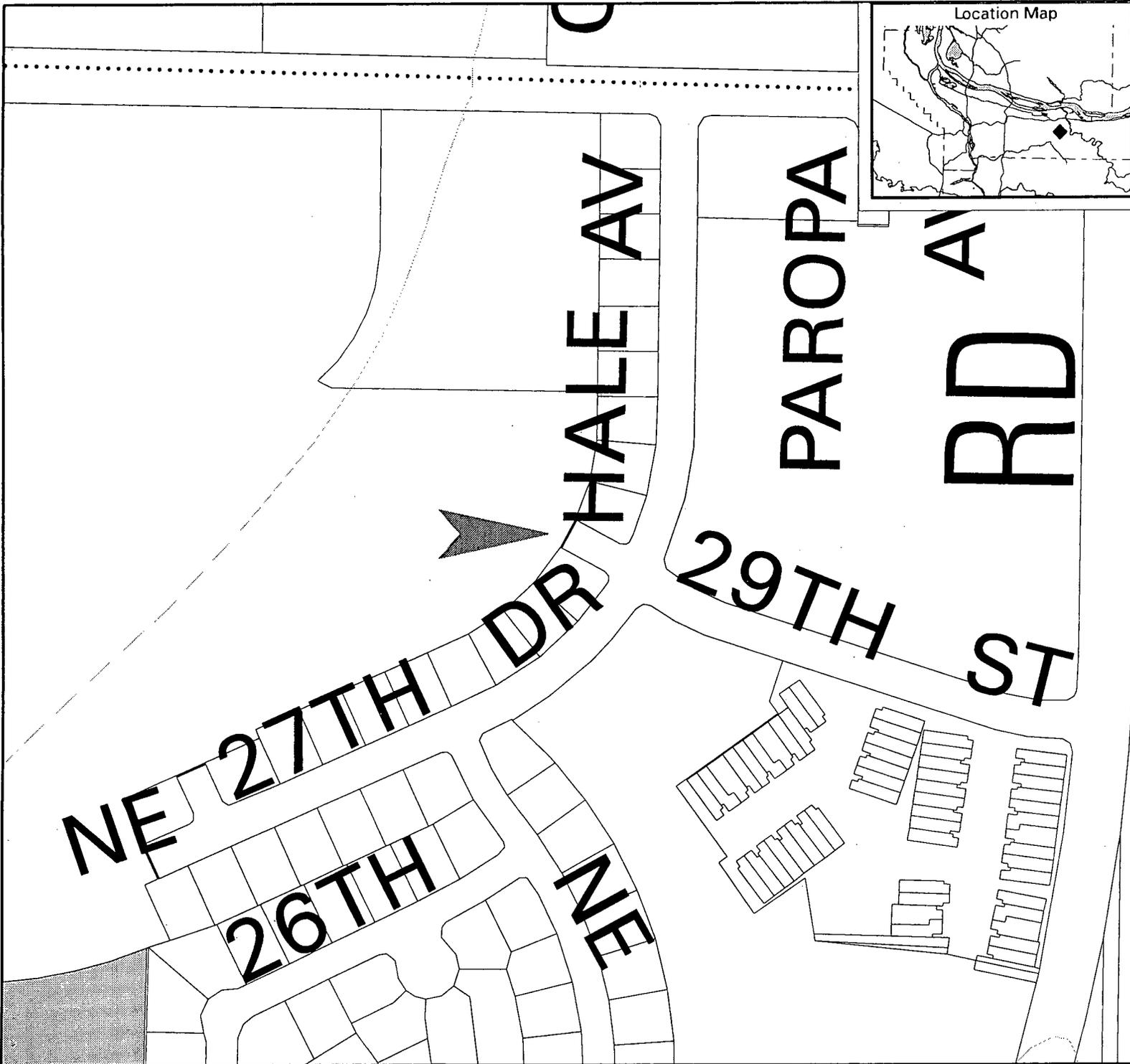
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: GRESHAM NORTHEAST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LDR PD
 Quarter Section: 3155
 Jurisdiction: Gresham
 Property Number: 198



METRO

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 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
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 Internet drc@metro.dst.or.us



Run Date: 10/30/96

**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R743800040

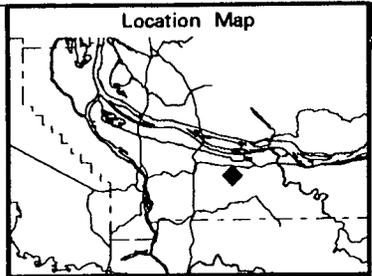
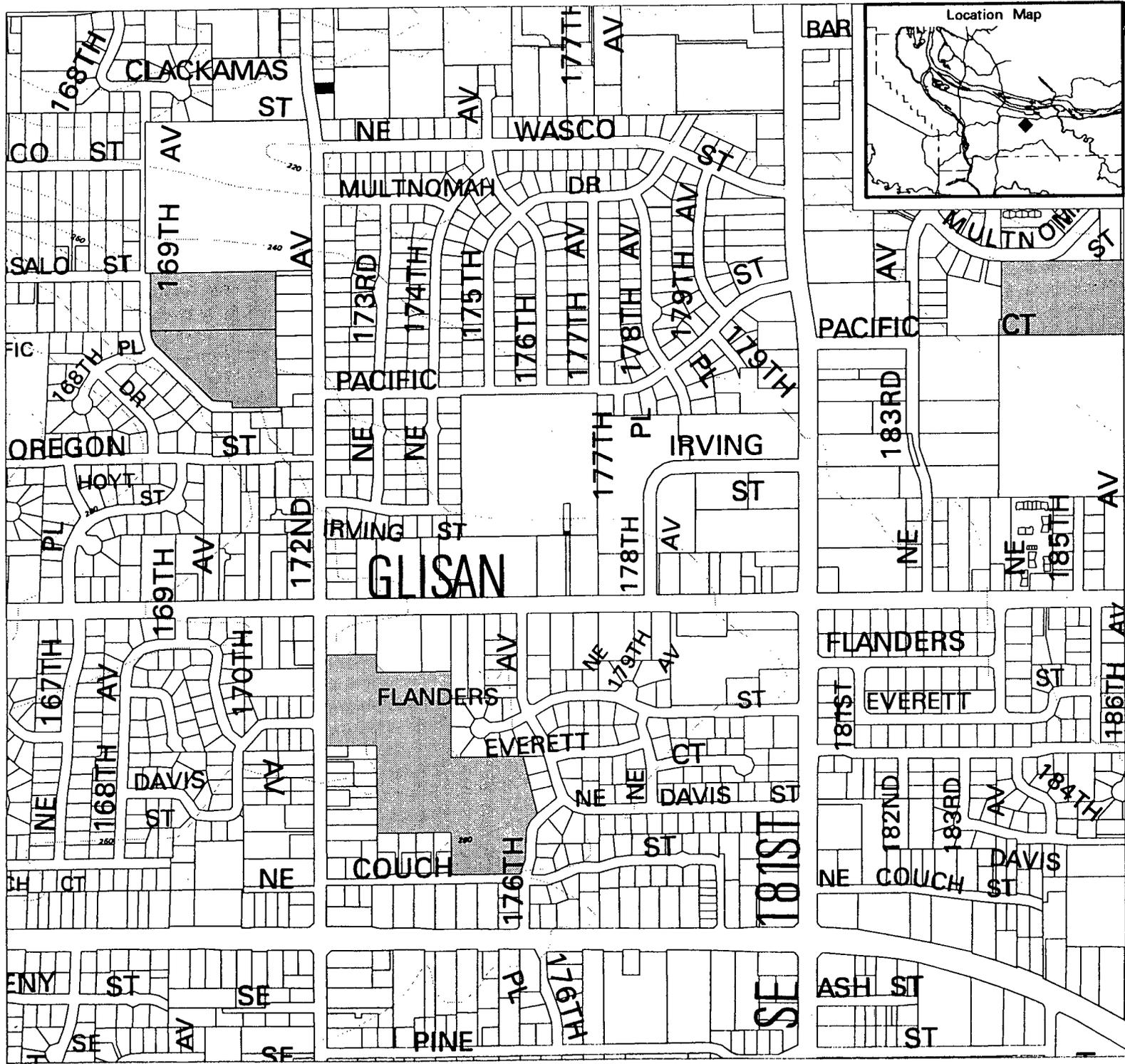
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
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 Mktvalland: 0
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 Exmvalimps: 0
 Exmtype:
 NBO: GRESHAM NORTHEAST
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LDR PD
 Quarter Section: 3156
 Jurisdiction: Gresham
 Property Number: 199



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metrodst.or.us



R L I S

Run Date: 10/20/94

Foreclosed Properties

Multnomah County Tax
Title Screen: R859205800

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data

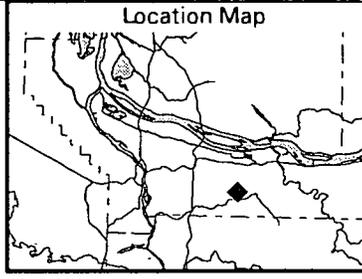
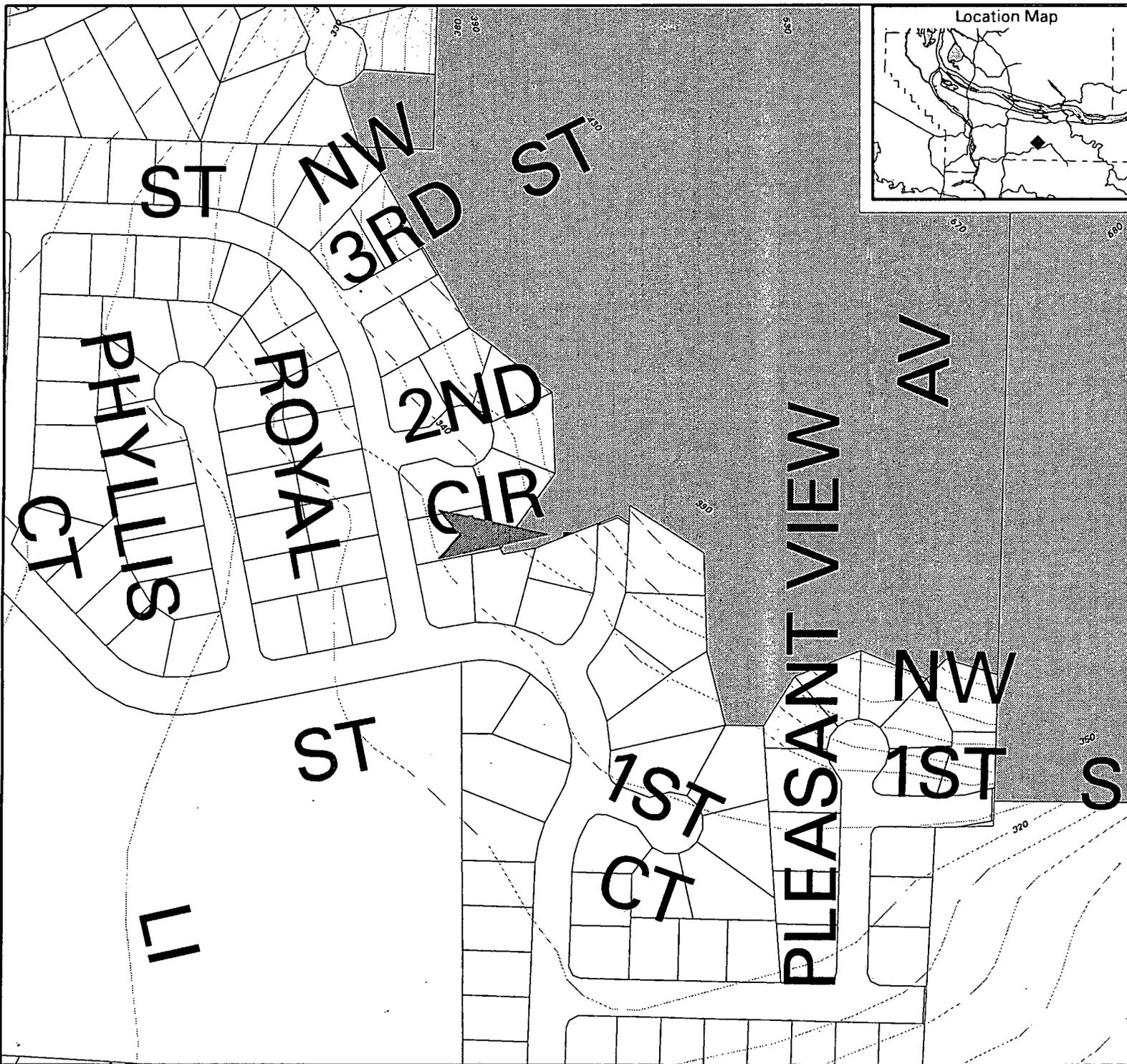
Situs:
Mktvalland: 100
Mktvalimps: 0
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Exmvalimps: 0
Exmtype: 03
Neighborhood Code: 79
Usecode/Arch Style: A
PDX Zoning:
Other Zoning: LDR7

Metro Data

Floodplain: 0
National Wetlands Inventory: 0
Steep slope: 0
Urban Growth Boundary: 1
Acres: 0.02
(1 = in; 0 = out)
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1700



METRO



R L I S

REGIONAL LAND INFORMATION SYSTEM

Run Date: 10/30/96
 Ordinance 795
 Property Analysis
 Multnomah County Tax
 Title Screen: R993081510

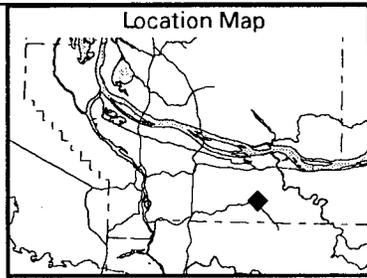
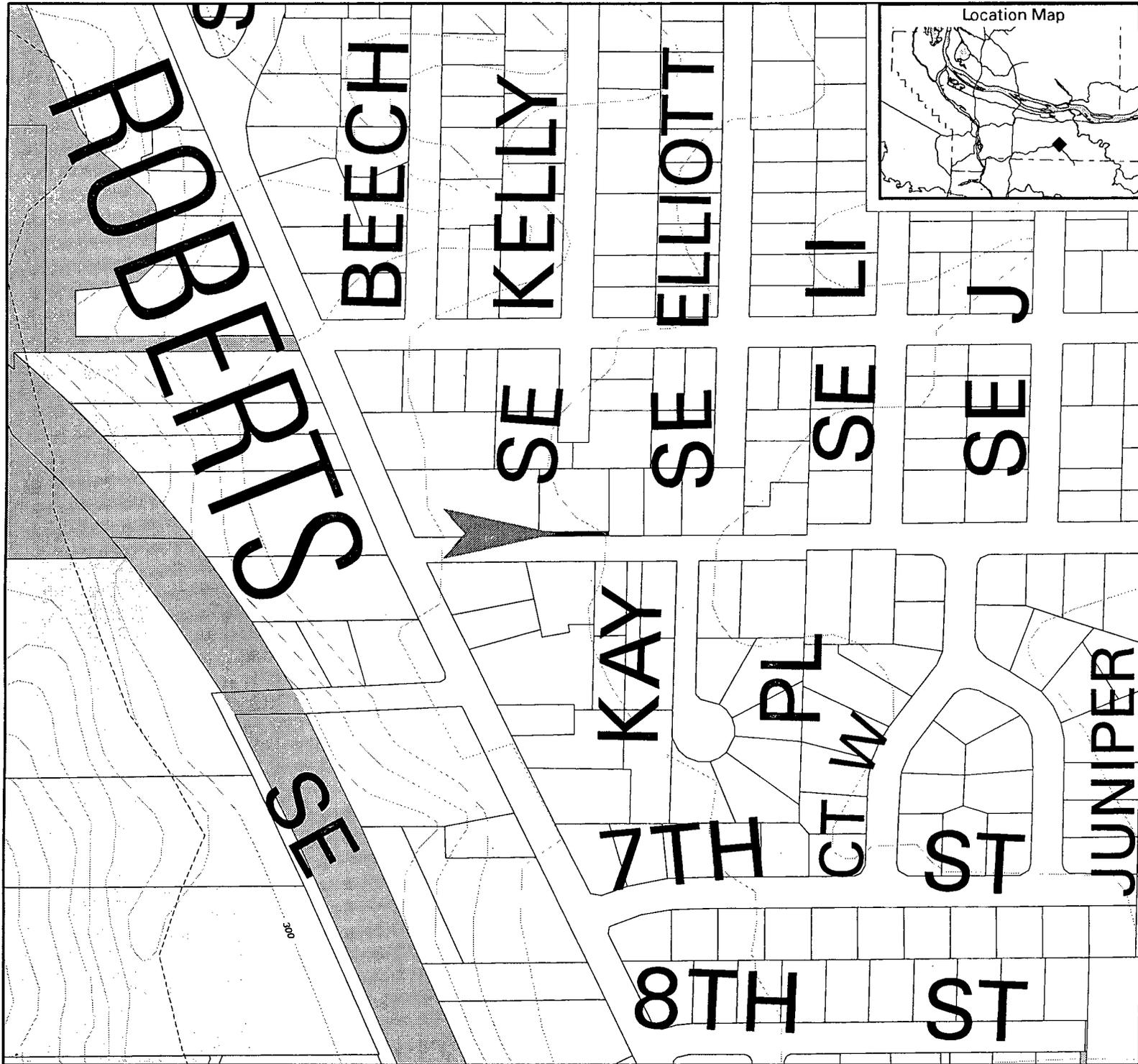
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exrmtpe:
 NBO: GRESHAM CENTENNIAL EAS
 Usecode/Arch Style: A
 Acres: 0
 Zoning: R7
 Quarter Section: 3449
 Jurisdiction: Gresham
 Property Number: 288



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metro.dst.or.us



R L I S
 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R993101130

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: GRESHAM ASERT
 Usecode/Arch Style: A
 Acres: 0.02
 Zoning: LDR7
 Quarter Section: 3453
 Jurisdiction: Gresham
 Property Number: 289



METRO

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 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metrodst.or.us

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Transfer of Twenty-Three
Tax Foreclosed Properties to the City
of Gresham, Department of Environmental
Services; for Public Purposes

}
} ORDER
} 97-83

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to governmental bodies, provided the property is used for a public purpose; and

WHEREAS, the County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of tax foreclosed property to the City of Gresham, and

WHEREAS, the City of Gresham has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described in the attached Exhibit A; and

WHEREAS, pursuant to ORS 271.330(3) and Ordinance 795, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner after the above referenced report has been made available to the County Board; and

WHEREAS, Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described in the attached Exhibit A, as required under ORS 271.330(3) and Ordinance 795; and

WHEREAS, after holding the public hearing on the requested transfers, the Board determined these twenty-three properties are no longer needed by the County, and are eligible to be transferred to the City of Gresham Department of Environmental Services for public purposes.

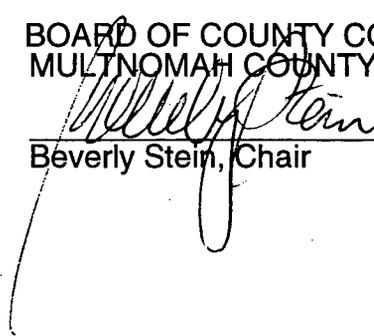
NOW, THEREFORE, IT IS HEREBY ORDERED, that the twenty-three properties described in the attached Exhibit A, be transferred without monetary consideration, to the City of Gresham Department of Environmental Services, provided that said properties shall be used and continue to be used by the City of Gresham Department of Environmental Services, for public purposes in the State of Oregon, and should the properties ceased to be used for public purposes by the City of Gresham Department of Environmental Services, the interest of the City of Gresham Department of Environmental Services shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties in the attached Exhibit A, to the City of Gresham Department of Environmental Services.

Dated this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By

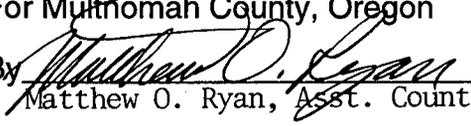

Matthew O. Ryan, Asst. County Counsel

EXHIBIT "A"

1. Legal Description: Tract A, COCHRAN TERRACE, a recorded subdivision in the City of Gresham, County of Multnomah and State of Oregon

Tax Account Number: R-16785-0010
Deed Number: D971431

2. Legal Description: Tract A, FOXGLOVE, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-29540-0010
Deed Number: D971432

3. Legal Description: Tract "P" of GLOCCA MORRA, as recorded in Plat Book 1217 on Page 57, on July 26, 1984 in Multnomah County, State of Oregon.

EXCEPTING there from all that part lying in Street.

Tax Account Number: R-32860-0090
Deed Number: D971433

4. Legal Description: Tract J, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon.

Tax Account Number: R-40860-0100
Deed Number: D971437

5. Legal Description: Tract K, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0110
Deed Number: D971438

6. Legal Description: Tract M, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0130
Deed Number: D971436

7. Legal Description: Tract O, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0150
Deed Number: D971450

EXHIBIT "A" (Continued)

8. Legal Description: Tract P, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0160
Deed Number: D971439
9. Legal Description: Tract Q, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0170
Deed Number: D971451
10. Legal Description: Tract R, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0180
Deed Number: D971452
11. Legal Description: Tract S, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0190
Deed Number: D971443
12. Legal Description: Tract T, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0200
Deed Number: D971442
13. Legal Description: Tract U, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0210
Deed Number: D971440
14. Legal Description: Tract V, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0220
Deed Number: D971441

EXHIBIT "A" (Continued)

15. Legal Description: Tract W, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-40860-0230
Deed Number: D971453
16. Legal Description: Lot A, MARIPOSA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-54060-0010
Deed Number: D971434
17. Legal Description: Tract A, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0010
Deed Number: D971444
18. Legal Description: Tract B, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0020
Deed Number: D971445
19. Legal Description: Tract C, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0030
Deed Number: D971446
20. Legal Description: Tract D, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0040
Deed Number: D971447
21. Legal Description: WLY 33' OF SLY 20' OF Lot 65, VERDANTA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-85920-5800
Deed Number: D971435

EXHIBIT "A" (Continued)

22. Legal Description:

A tract of land situated in Section 8, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, being more particularly described as follows:

Commencing at the Northeast corner of Lot 1 of Block 5, in the duly recorded plat of "Bon-al Park", situated in said Section 8; thence S66°14'42"W, along the North line of said Lot 1, a distance of 42.24 feet to the POINT OF BEGINNING of the tract of land herein described; thence S87°46'00"W, leaving said North line, a distance of 15.04 feet to a point; thence S02°14'00"E, a distance of 5.79 feet to a point in said North line of said Lot 1; thence N66°41'42"E, along said North line, a distance of 16.12 feet to the point of beginning.

Tax Account Number: R-99308-1510
Deed Number: D971448

23. Legal Description:

A parcel of land in the SW of Section 10, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, State of Oregon described as follow:

Commencing at a point at the intersection of the East line of SE Roberts Ave. and the North line of SE 5th st.; thence N88°15'E 200 feet along said North line of SE 5th St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence N88°15'E 111 feet parallel to the North line said SE 5th St.; thence South 8 feet to the North line of said street; thence S88°15'W 111 feet along said North line to the true point of beginning.

Tax Account Number: R-99310-1130
Deed Number: D971449

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Gresham, a municipal corporation of the State of Oregon, Grantee, the following twenty-three separate real properties located within the County of Multnomah and State of Oregon:

As described on attached EXHIBIT A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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

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

CITY OF GRESHAM
Department of Environmental Services
1333 NW EASTMAN PARKWAY
GRESHAM OR 97030-3813

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County commissioners this 1st day of May, 1997, by authority of an Order of the Board of County commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Asst. County Counsel

APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

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

After recording, return to Tax Title: 166/300

EXHIBIT "A"

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Tax Account Number: R-16785-0010
Deed Number: D971431

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Tax Account Number: R-29540-0010
Deed Number: D971432

3. Legal Description: Tract "P" of GLOCCA MORRA, as recorded in Plat Book 1217 on Page 57, on July 26, 1984 in Multnomah County, State of Oregon.

EXCEPTING there from all that part lying in Street.

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Deed Number: D971433

4. Legal Description: Tract J, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon.

Tax Account Number: R-40860-0100
Deed Number: D971437

5. Legal Description: Tract K, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0110
Deed Number: D971438

6. Legal Description: Tract M, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0130
Deed Number: D971436

7. Legal Description: Tract O, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon

Tax Account Number: R-40860-0150
Deed Number: D971450

EXHIBIT "A" (Continued)

8. Legal Description: Tract P, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
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- Tax Account Number: R-40860-0170
Deed Number: D971451
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Deed Number: D971452
11. Legal Description: Tract S, HUNTERS HIGHLAND, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
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Deed Number: D971443
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Deed Number: D971442
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- Tax Account Number: R-40860-0210
Deed Number: D971440
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- Tax Account Number: R-40860-0220
Deed Number: D971441

EXHIBIT "A" (Continued)

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Deed Number: D971453
16. Legal Description: Lot A, MARIPOSA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-54060-0010
Deed Number: D971434
17. Legal Description: Tract A, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0010
Deed Number: D971444
18. Legal Description: Tract B, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0020
Deed Number: D971445
19. Legal Description: Tract C, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
- Tax Account Number: R-74380-0030
Deed Number: D971446
20. Legal Description: Tract D, SANDPIPER EAST, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
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Deed Number: D971447
21. Legal Description: WLY 33' OF SLY 20' OF Lot 65, VERDANTA, a recorded subdivision in the City of Gresham, County of Multnomah, and State of Oregon
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Deed Number: D971435

EXHIBIT "A" (Continued)

22. Legal Description:

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Commencing at the Northeast corner of Lot 1 of Block 5, in the duly recorded plat of "Bon-al Park", situated in said Section 8; thence S66°14'42"W, along the North line of said Lot 1, a distance of 42.24 feet to the POINT OF BEGINNING of the tract of land herein described; thence S87°46'00"W, leaving said North line, a distance of 15.04 feet to a point; thence S02°14'00"E, a distance of 5.79 feet to a point in said North line of said Lot 1; thence N66°41'42"E, along said North line, a distance of 16.12 feet to the point of beginning.

Tax Account Number: R-99308-1510
Deed Number: D971448

23. Legal Description:

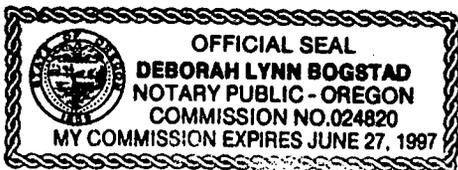
A parcel of land in the SW of Section 10, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, State of Oregon described as follow:

Commencing at a point at the intersection of the East line of SE Roberts Ave. and the North line of SE 5th st.; thence N88°15'E 200 feet along said North line of SE 5th St. to the TRUE POINT OF BEGINNING; thence North 8 feet; thence N88°15'E 111 feet parallel to the North line said SE 5th St.; thence South 8 feet to the North line of said street; thence S88°15'W 111 feet along said North line to the true point of beginning.

Tax Account Number: R-99310-1130
Deed Number: D971449

STATE OF OREGON)
) **ss**
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

PLEASE PRINT LEGIBLY!

MEETING DATE 1 May 97

NAME Mary Abrams

ADDRESS 1120 SW 5th, Rm 400

STREET
Portland, OR
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R8

SUPPORT X OPPOSE _____
SUBMIT TO BOARD CLERK

MEETING DATE: MAY 01 1997

AGENDA #: R-8

ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER ONE TAX FORECLOSED PROPERTY TO THE CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Public Hearing and Order transferring twenty-one tax foreclosed properties to the City of Portland Bureau of Environmental Services for Public Purposes.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

5/8/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: K.A. Amey Larry E. Nicholas

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 APR 14 PM 12:09

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Kathy Tuneberg/Stephen Kelly
TODAY'S DATE: April 2, 1997
REQUESTED PLACEMENT DATE: May 1, 1997

RE: REQUEST APPROVAL FROM THE BOARD TO TRANSFER ONE TAX FORECLOSED PROPERTY TO THE CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES FOR PUBLIC PURPOSES.

I. Recommendation/Action Requested:

The Board of County Commissioners approve the transfer of one tax foreclosed property to the City of Portland Bureau of Environmental Services for public use.

II. Background/Analysis:

On March 27, 1997 the City of Portland Bureau of Environmental Services requested this property for transfer.

There were no duplicate applications submitted to Tax Title from another government entity requesting this property. (See attached pages for property information and copy of a Metro map.)

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and processing legal documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving this transfer request.

VI. Link to Current County Policies:

There are no known conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks: April 17th & 24th

Notices will be sent to interested parties.

VIII. Other Government Participation:

Neighborhood associations within the County have been notified. A representative of the City of Portland Bureau of Environmental Services is expected to attend.

STAFF REPORT

**MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITY
FISCAL YEAR 1996-97**

APRIL 3, 1997

1. Legal Description:

PARCEL I: A tract of land in Sections 2 and 3, Township 1 North, Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows: Beginning at the Southwesterly corner of Lot 42, South Shore Acres; thence South 30°00' West along the Easterly line of NE 6th Drive 86 feet; thence South 83°25' feet East 569.85 feet along the center line of a drainage ditch to a point; thence North 17°05' East 92 feet to a point on the South line of South Shore Acres; thence Westerly along the Southerly line of South Shore Acres 500 feet, more or less, to the point of beginning.

PARCEL II: That part of Lot 42 and the West 115 feet of Lot 43 lying South of a line described as follows: Beginning at a point in a line drawn 35 feet West of and parallel with the East line of said Lot 43, and 26 feet Northerly from the South line of said Lot 43; thence Westerly in a straight line to a point in the East line of NE 6th Drive, Road No. 1693, which point is 40 feet Northerly from the Southwest corner of Lot 42 when measured along the East line of said road.

**Tax Account Number:
Deed Number:**

**R-94102-0560
D971454**

Type of Use:

Property will be used for environmental restoration and wetlands enhancement.

Greenspace Code:

---P-, Park deficient area

**Taxes:
Expenses:**

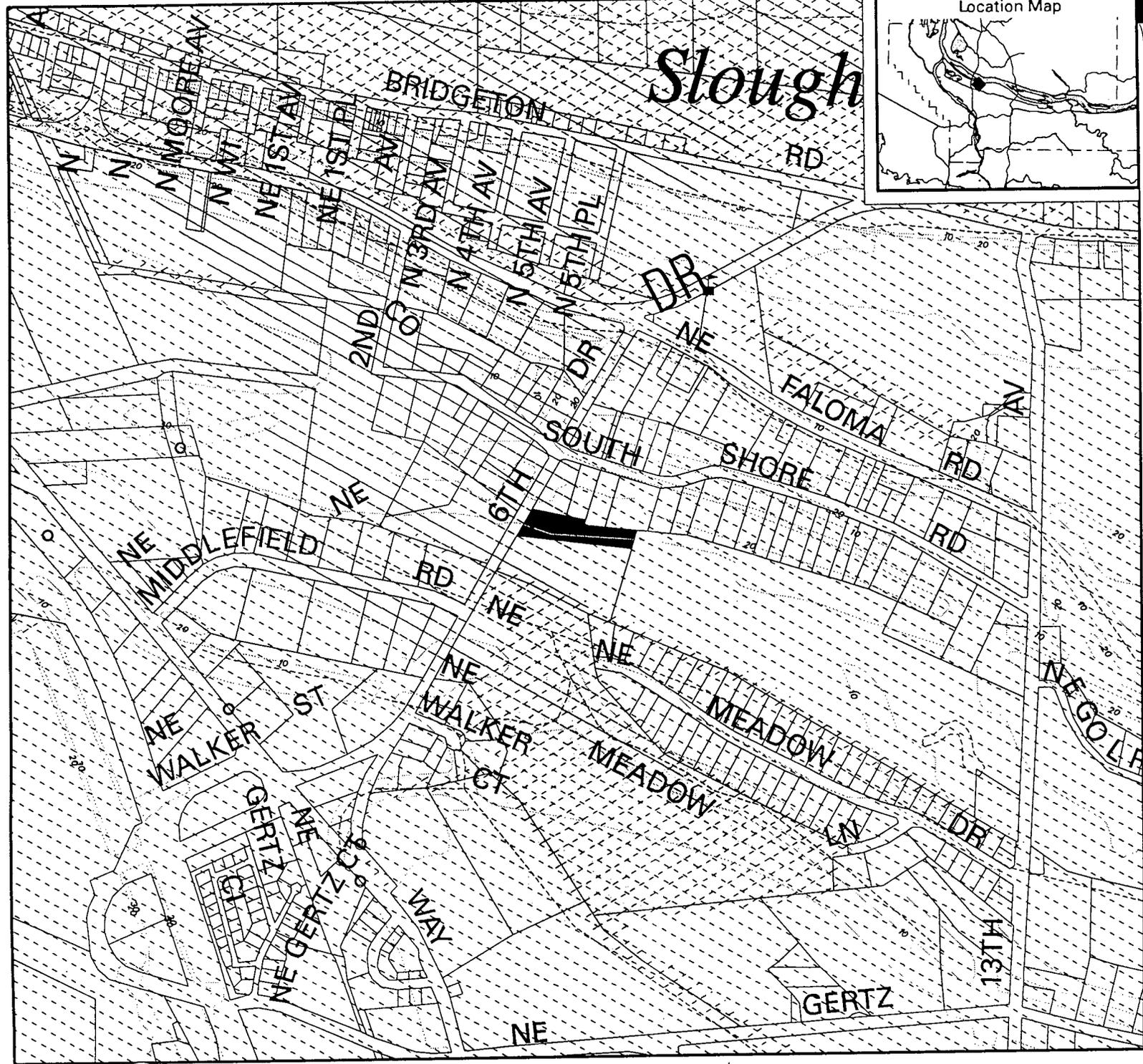
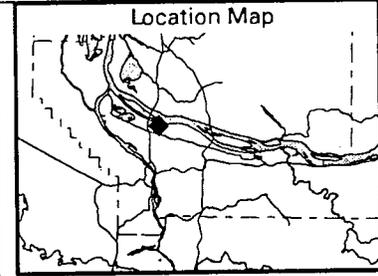
**\$5,598.80
\$ 0.00**

Run Date: 10/7/96

Ordinance 795 Property Analysis

Multnomah County Tax

Title Screen: R941020560



- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 36900
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: EAST COLUMBIA
 Usecode/Arch Style: A
 Acres: 1.3
 Zoning: RFH



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metro.or.us

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Transfer of One Tax
Foreclosed Property to the CITY OF
PORTLAND, Bureau of Environmental
Services for Public Purposes

} ORDER
97-84

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to governmental bodies, provided the property is used for a public purpose; and

WHEREAS, the County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of tax foreclosed property to the City of Portland Bureau of Environmental Services; and

WHEREAS, the City of Portland Office of Transportation has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described in the attached Exhibit A; and

WHEREAS, pursuant to ORS 271.330(3) and Ordinance 795, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner after the above referenced report has been made available to the County Board; and

WHEREAS, Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described in the attached Exhibit A, as required under ORS 271.330(3) and Ordinance 795; and

WHEREAS, after holding the public hearing on the requested transfers, the Board determined these twenty-one properties are no longer needed by the County, and are eligible to be transferred to the City of Portland Office of Transportation for public purposes.

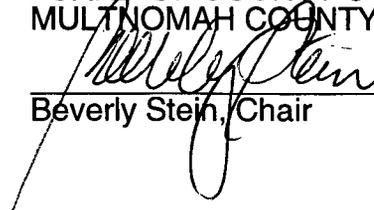
NOW, THEREFORE, IT IS HEREBY ORDERED, that the twenty-one properties described in the attached Exhibit A, be transferred without monetary consideration, to the City of Portland Office of Transportation, provided that said properties shall be used and continue to be used by the City of Portland Office of Transportation, for public purposes in the State of Oregon, and should the properties ceased to be used for public purposes by the City of Portland Office of Transportation, the interest of the City of Portland Office of Transportation shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties in the attached Exhibit A, to the City of Portland Office of Transportation.

Dated this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

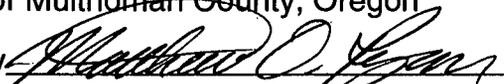
By 
Matthew O. Ryan, Asst. County Counsel

EXHIBIT "A"

R-94102-0560
MAP 1N1E02CB 3000

PARCEL I: A tract of land in Sections 2 and 3, Township 1 North, Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows: Beginning at the Southwesterly corner of Lot 42, South Shore Acres; thence South 30°00' West along the Easterly line of NE 6th Drive 86 feet; thence South 83°25' feet East 569.85 feet along the center line of a drainage ditch to a point; thence North 17°05' East 92 feet to a point on the South line of South Shore Acres; thence Westerly along the Southerly line of South Shore Acres 500 feet, more or less, to the point of beginning.

PARCEL II: That part of Lot 42 and the West 115 feet of Lot 43 lying South of a line described as follows: Beginning at a point in a line drawn 35 feet West of and parallel with the East line of said Lot 43, and 26 feet Northerly from the South line of said Lot 43; thence Westerly in a straight line to a point in the East line of NE 6th Drive, Road No. 1693, which point is 40 feet Northerly from the Southwest corner of Lot 42 when measured along the East line of said road.

DEED D971454

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Portland Bureau of Environmental Services, a municipal corporation of the State of Oregon, Grantee, the following one separate real property located within the County of Multnomah and State of Oregon:

As described on the attached EXHIBIT A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

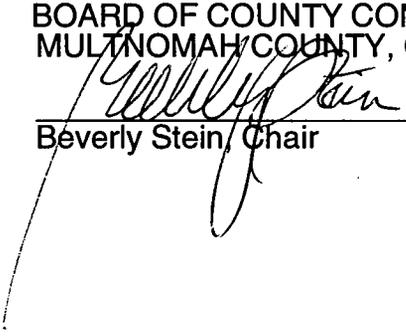
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT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

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

CITY OF PORTLAND
Bureau of Environmental Services
1120 SW 5TH AVE, RM 400
PORTLAND OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County commissioners this 1st day of May, 1997, by authority of an Order of the Board of County commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By 
Matthew O. Ryan, Asst. County Counsel

APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By 
Kathleen A. Tuneberg, Acting Director

After recording, return to Tax Title: 166/300

EXHIBIT "A"

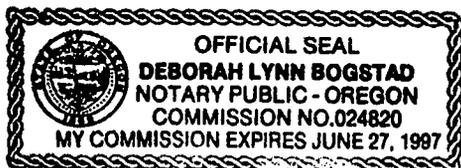
R-94102-0560
MAP 1N1E02CB 3000

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STATE OF OREGON)
) **ss**
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAY 01 1997

AGENDA #: R-9

ESTIMATED START TIME: 9:55am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER ~~TWENTY-ONE~~ TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND OFFICE OF TRANSPORTATION FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Pat Frahler TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Public Hearing and Order Transferring twenty-one Tax Foreclosed Properties to the City of Portland Office of Transportation for Public Purposes.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

5/8/97 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

Maps on file with Board Clerk.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: K. A. Tuneberg

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
97 APR 14 PM 12:10

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 5/1/97

NAME HEIDI M. WARE

ADDRESS 1150 SW 5th Room 802

STREET

Bureau of Transportation

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R.9

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

*DID NOT WISH
TO SPEAK*

PLEASE PRINT LEGIBLY!

MEETING DATE MAY 1, 1997

NAME GARY D. WAY

ADDRESS 3234 SW UPPER DR

STREET

PORTLAND

CITY

97201

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R9

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Kathy Tuneberg/Stephen Kelly
TODAY'S DATE: April 2, 1997
REQUESTED PLACEMENT DATE: May 1, 1997

RE: **REQUEST APPROVAL FROM THE BOARD TO TRANSFER TWENTY-ONE TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND OFFICE OF TRANSPORTATION FOR PUBLIC PURPOSES.**

I. Recommendation/Action Requested:

The Board of County Commissioners approve the transfer of twenty-one tax foreclosed properties to the City of Portland Office of Transportation for public use.

II. Background/Analysis:

On March 26, 1997 the City of Portland Office of Transportation requested these properties for transfer.

There were no duplicate applications submitted to Tax Title from another government entity requesting these properties. (See attached pages for property information and Metro map copies.)

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, and processing legal documents.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no known conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks: April 17th & 24th

Notices will be sent to interested parties.

VIII. Other Government Participation:

Neighborhood associations within the County have been notified. A representative of the City of Portland Office of Transportation is expected to attend.

STAFF REPORT

**MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITY
CITY OF PORTLAND,
FISCAL YEAR 1996-97**

APRIL 3, 1997

1. Legal Description: Portion of Lot 8, Block 4, CARSON HEIGHTS, a recorded plat, recorded May 13, 1890, in Plat Book 151, Page 55 (S.W. Capitol Hill Road, near S.W.11th Avenue), as follows:

That portion of said Lot 8 lying northerly of the northeasterly right-of-way line of S.W. Capitol Hill Road County Road No. 876, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-13970-0800
Deed Number: D971456

Type of Use: Street
Greenspace Code: ----, No designation assigned

Taxes: \$ 2.72
Expenses: \$ 0.00
2. Legal Description: Tract A, COLUMBIA SHORES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-17315-0010
Deed Number: D971457

Type of Use: Buffer Strip
Greenspace Code: ---P-, Park deficient area

Taxes: \$13.31
Expenses: \$ 0.00
3. Legal Description: Lot A, CORIBA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-17850-0010
Deed Number: D971458

Type of Use: Buffer Strip
Greenspace Code: ----, No designation assigned

Taxes: \$16.83
Expenses: \$ 0.00

4. Legal Description: A tract of land in Delashmutts & Oatmans Subdivision No. 4 a recorded subdivision in Multnomah County, State of Oregon, described as follows:
- The North 1 foot of Lot 7, lying East of the West line of Block 5, Woerndleville
- Tax Account Number: R-20280-0830
Deed Number: D971459
- Type of Use: Buffer Strip
Greenspace Code: -----, No designation assigned
- Taxes: \$10.68
Expenses: \$ 0.00
5. Legal Description: Tract A, DRIFTWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-21790-0010
Deed Number: D971460
- Type of Use: Street
Greenspace Code: -----, No designation assigned
- Taxes: \$16.71
Expenses: \$ 0.00
6. Legal Description: Lot F, Block 3, GORDON PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-33480-1010
Deed Number: D971461
- Type of Use: Street
Greenspace Code: -----, No designation assigned
- Taxes: \$15.77
Expenses: \$ 0.00
7. Legal Description: Tract A, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-41070-0010
Deed Number: D971462
- Type of Use: Buffer Strip
Greenspace Code: ---P-, Park deficient area
- Taxes: \$ 7.39
Expenses: \$ 0.00

8. Legal Description: Tract B, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-41070-0020
Deed Number: D971463

Type of Use: Buffer Strip
Greenspace Code: ---P-, Park deficient area

Taxes: \$ 7.39
Expenses: \$ 0.00

9. Legal Description: W of SW Terwilliger Blvd, Lot 6, Block 13, KILPATRICK & COLLINS TRACT, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-45050-2970
Deed Number: D971464

Type of Use: Street
Greenspace Code: -----, No designation assigned

Taxes: \$16.92
Expenses: \$ 0.00

10. Legal Description: E 25' of Lot 9, Block 2, MC GREWS TRACTS, a recorded subdivision in the City of Portland, County of Multnomah County, and State of Oregon

Tax Account Number: R-55000-0836
Deed Number: D971465

Type of Use: Street
Greenspace Code: -----, No designation assigned

Taxes: \$108.34
Expenses: \$ 0.00

11. Legal Description: Tract B, PEBBLEWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-65295-0010
Deed Number: D971466

Type of Use: Transportation property
Greenspace Code: -----, No designation assigned

Taxes: \$10.68
Expenses: \$ 0.00

12. Legal Description:

A tract of land in the Southwest One-quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon described as follows:

All that part of SE Harney Street vacated by Ordinance 66191, September 12, 1934, which accrued to Lot 7, Block 2, ROSS ADDITION.

Excepting therefrom that portion lying Westerly of the West line of SE Pacific Highway, and Easterly of the Southerly extension of the West line of said Lot 7.

Tax Account Number:	R-72880-0160
Deed Number:	D971466
Type of Use:	Environmental Services Property
Greenspace Code:	-----, No designation assigned
Taxes:	\$ 7.54
Expenses:	\$ 0.00

13. Legal Description:

Tract A, STYMIE PASS, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:	R-80419-0010
Deed Number:	D971468
Type of Use:	Buffer Strip
Greenspace Code:	---P-, Park deficient area
Taxes:	\$16.19
Expenses:	\$ 0.00

14. Legal Description:

EXC PT IN STS, Lots 19 & 20, Block 44, TOWN OF LINNTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:	R-83940-2380
Deed Number:	D971469
Type of Use:	Street
Greenspace Code:	-----, No designation assigned
Taxes:	\$ 1.00
Expenses:	\$ 0.00

15. Legal Description: Tract A, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0010
Deed Number: D971470

Type of Use: Buffer Strip
Greenspace Code: -----, No designation assigned

Taxes: \$16.88
Expenses: \$ 0.00

16. Legal Description: Tract B, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0020
Deed Number: D971471

Type of Use: Buffer Strip
Greenspace Code: -----, No designation assigned

Taxes: \$16.88
Expenses: \$ 0.00

17. Legal Description:

A parcel of land in the NW of Section 33, Township 1 North, Range 2 East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Beginning at a point on the East line the NW of said Section 33, 1293.8 feet North of the Center of Said Section 33; thence North along said East line of 30 feet; thence West 25 feet to the East line of lot 11, Block 5 of Rose Wood, a duly recorded plat in Multnomah County deed records; thence South along said East line of Lot 11 extended South 30 feet; thence East 25 feet to the true point of beginning.

Tax Account Number: R-94233-4770
Deed Number: D971472

Type of Use: Street
Greenspace Code: ---P-, Park deficient area

Taxes: \$49.57
Expenses: \$ 0.00

18. Legal Description:

A tract of land situated in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, County of Multnomah, State of Oregon, being more particularly described as follows:

Beginning at the intersection of the North-South center line of said Section 8 and the Northerly line of SW Talbot Road (Co. Rd. 405); thence N53°52'W, along the Northerly line of SW Talbot Road, a distance of 10 feet, more or less, to the Easterly right-of-way line of SW Patton Road (Co. Rd. 432); thence N00°14'W, along said Easterly line, a distance of 40 feet, more or less to an angel point; thence continuing along said Easterly line, N16°48'E, a distance of 20 feet, more or less, to the said North-South centerline; thence South along said centerline to the point of beginning.

Tax Account Number:	R-99108-0310
Deed Number:	D971473
Type of Use:	Street
Greenspace Code:	-----, No designation assigned
Taxes:	\$ 1.00
Expenses:	\$ 0.00

19. Legal Description:

A tract of land in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Commencing at the SW Corner of the Thomas Carter Donation Land Claim, thence S80°04'E, a distance of 89.11 feet to the NE Corner of a tract of land conveyed by deed recorded in Book 1529 at Page 431 on April 1, 1952, Multnomah County Deed Records, and the point of beginning of the tract of land herein described; thence S13°03'W, along the Easterly line of said tract, a distance of 65.30 feet to a point in the Northerly line of SW English Court as dedicated by deed recorded in Book 601 at Page 333 on May 31, 1941; thence Southeasterly along the Northerly line of said SW English Court, on a curve to the right, having a radius of 20 feet, a distance of 15 feet more or less to the Westerly line of a tract of land conveyed by deed recorded in Book 1475 at Page 9 on May 7, 1951, thence N13°03'E, along the Westerly line of said tract and the Westerly line of a tract conveyed by deed recorded in Book 1475 at Page 6 on May 7, 1951, a distance of 77.32 feet to the North line of said Section 8; thence N89°04'W, a distance of 12.24 feet to the point of beginning.

Tax Account Number:	R-99108-0510
Deed Number:	D971474
Type of Use:	Street
Greenspace Code:	-----, No designation assigned
Taxes:	\$94.55
Expenses:	\$ 0.00

20. Legal Description:

A tract of land in the NE of Section 3, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the NE corner of Lot 13, Block 18, Ventura Park, a duly recorded subdivision of Multnomah County recorded in Plat Book 561 at Page 85 on June 30, 1911; thence East, a distance of 15 feet more or less to a point 950.50 feet West of the centerline of NE 122nd Avenue, (Buckley Avenue); thence South and parallel with the aforesaid centerline, a distance of 100 feet; thence West, 15 feet more or less to the SE Corner of said Lot 13, Block 18, Ventura Park; thence North, along the East line of said Lot 13, a distance of 100 feet to the point of beginning.

Tax Account Number:	R-99203-1340
Deed Number:	D971475
Type of Use:	Transportation Property
Greenspace Code:	-----, No designation assigned
Taxes:	\$28.27
Expenses:	\$ 0.00

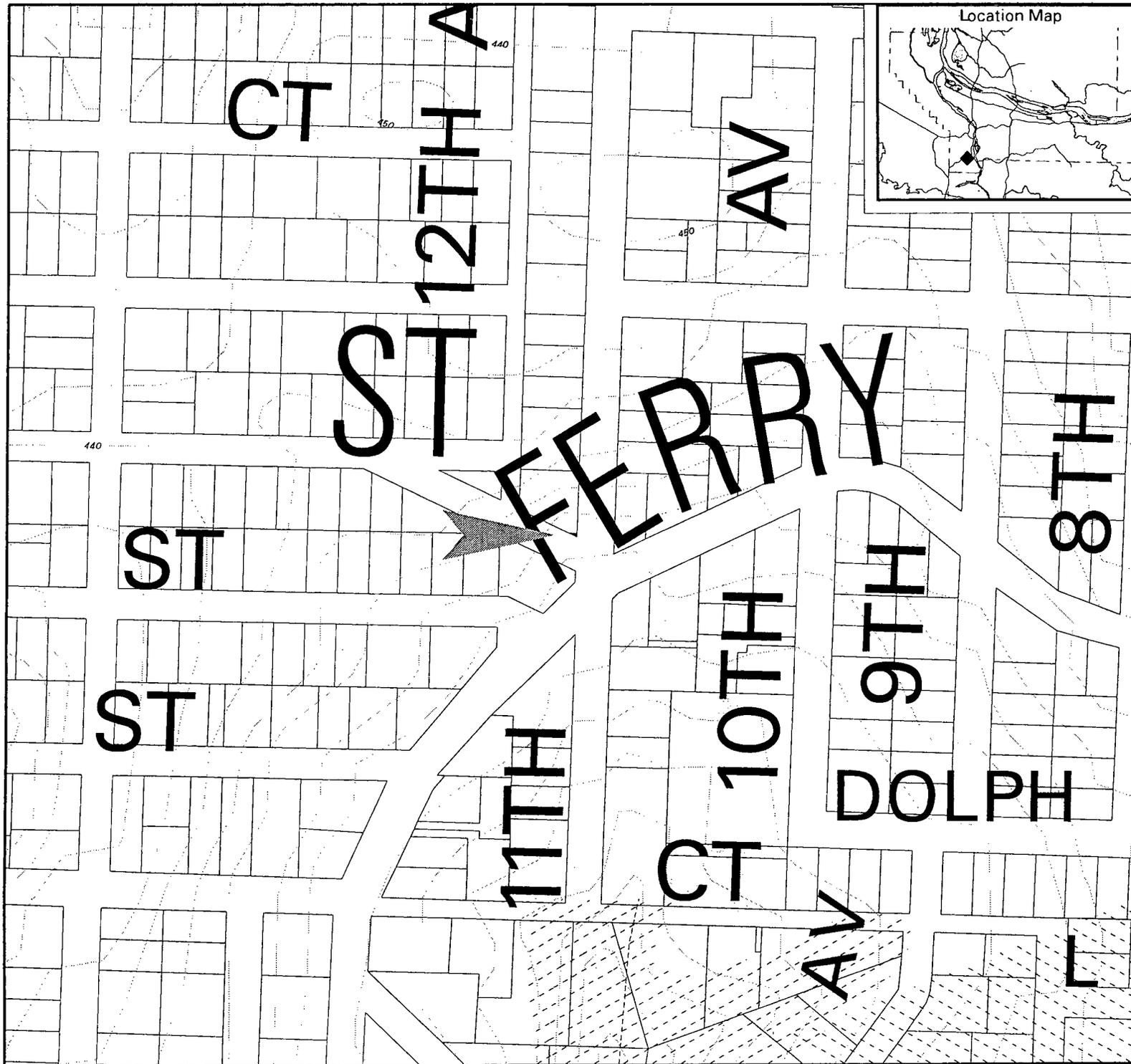
21. Legal Description:

A tract of land in the SW of Section 17, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the SW corner of Lot 1, Block 4, Altoona Park; thence North a distance of 275 feet; thence West to the East line of Sunshine Park, thence South, along the East line of said Sunshine Park, a distance of 275 feet to the SE Corner of Lot 16 of said Sunshine Park; thence East to the point of beginning.

Excepting from the above described the North and South 77 feet.

Tax Account Number:	R-99217-0120
Deed Number:	D971476
Type of Use:	Transportation Property
Greenspace Code:	-----, No designation assigned
Taxes:	\$16.07
Expenses:	\$ 0.00



Run Date: 10/30/96

**Ordinance 795
Property Analysis**
Multnomah County Tax
Title Screen: R139700800

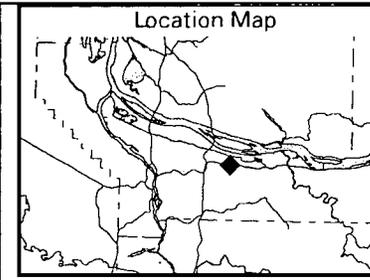
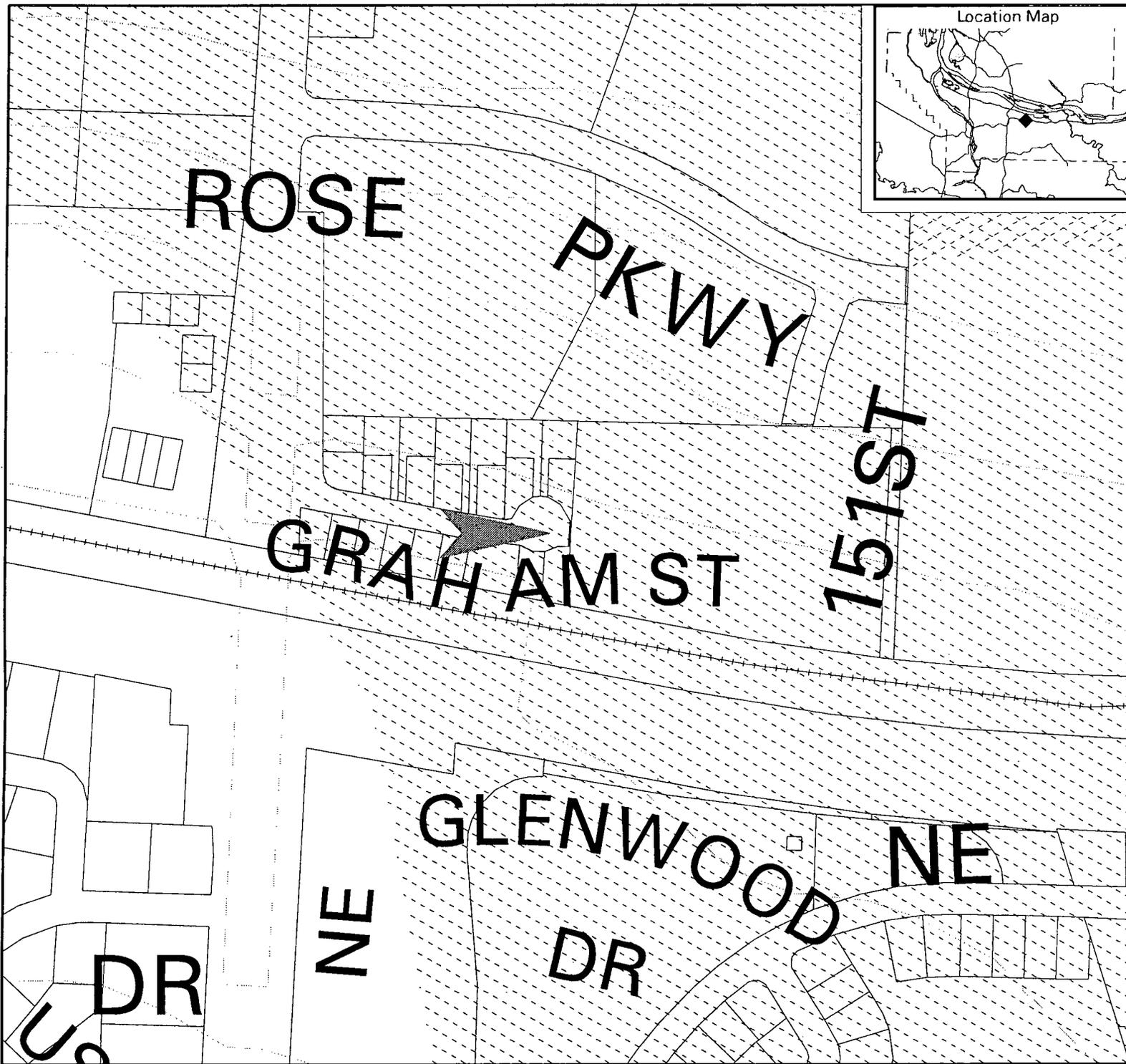
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: SOUTH BURLINGAME
 Usecode/Arch Style: A
 Acres: 0
 Zoning: R5
 Quarter Section: 3828
 Jurisdiction: Portland
 Property Number: 25



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 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R173150010

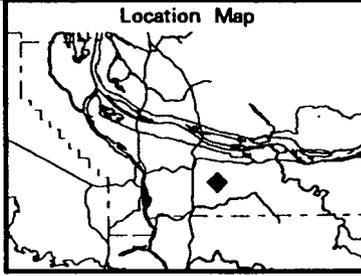
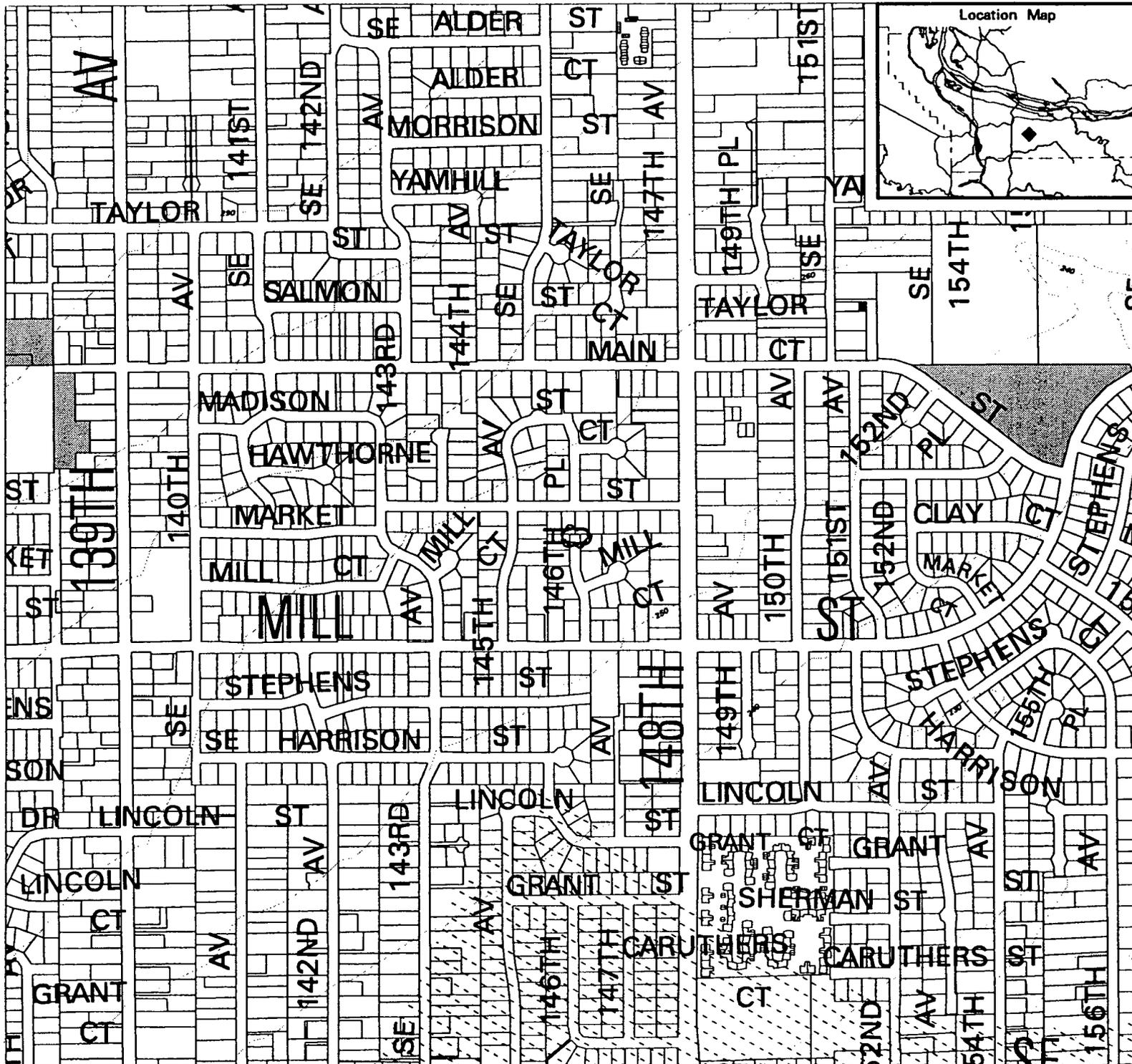
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: WILKES
 Usecode/Arch Style: A
 Acres: 0
 Zoning: R3
 Quarter Section: 2745
 Jurisdiction: Portland
 Property Number: 35



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Foreclosed Properties

Multnomah County Tax
Title Screen: R178500010

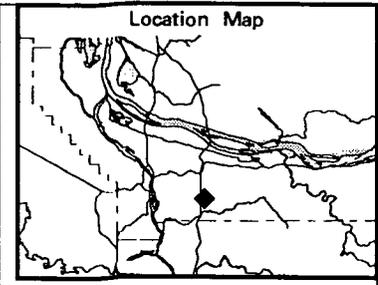
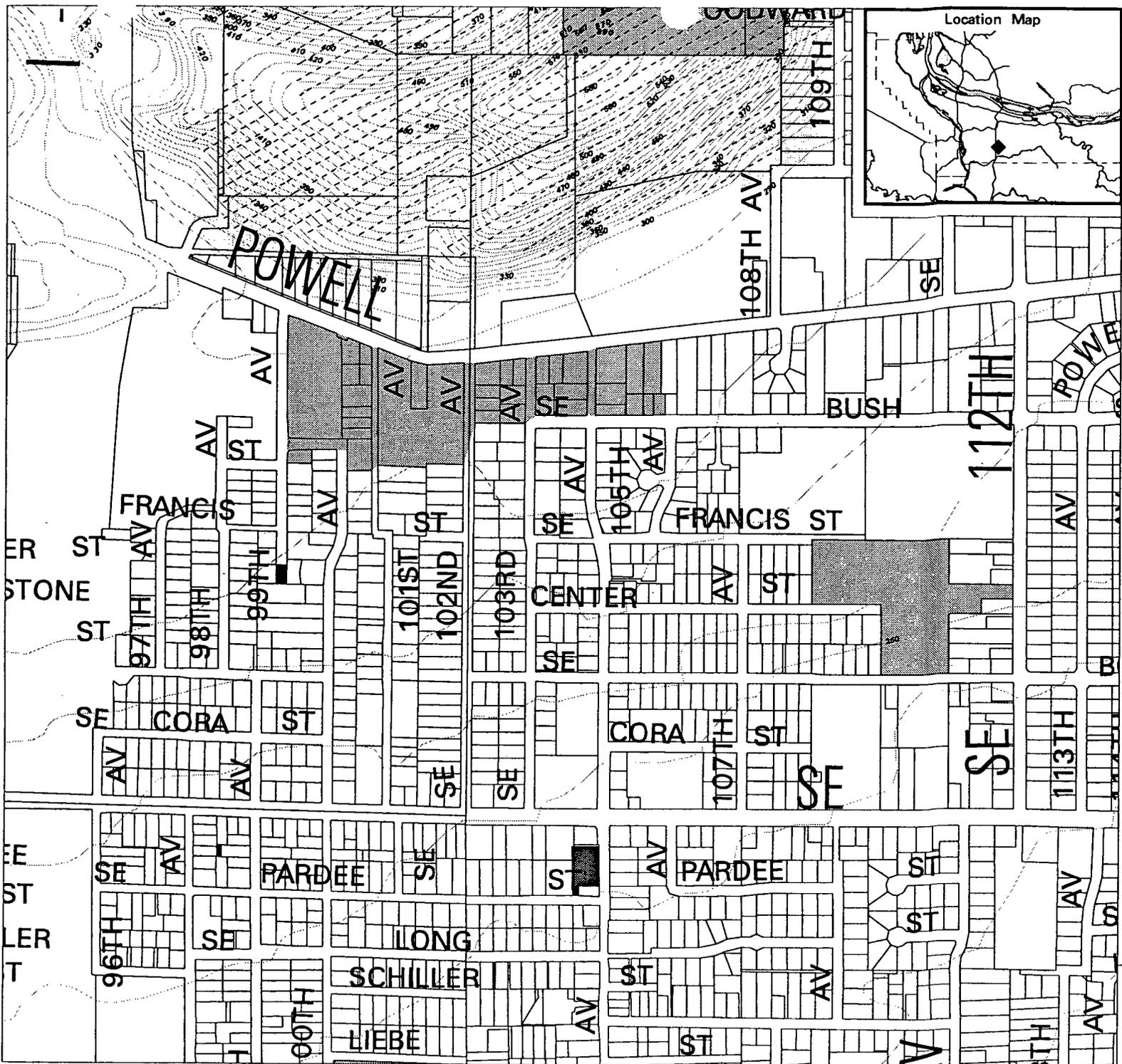
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data
 Situs:
 Mktvalland: 0
 Mktvallmps: 0
 Exmvalland: 0
 Exmvallmps: 0
 Exmtype:
 Neighborhood Code: 86
 Usecode/Arch Style: A
 PDX Zoning: R7
 Other Zoning: R7

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0
 (1 = in; 0 = out)
 600 NE Grand Ave
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Run Date: 10/20/94

Foreclosed Properties

Multnomah County Tax
Title Screen: R202800830

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 Neighborhood Code: 139
 Usecode/Arch Style: A
 PDX Zoning: R5
 Other Zoning: R5

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0.01
 (1 = in; 0 = out)
 600 NE Grand Ave
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 (503) 797-1700



Foreclosed Properties

Multnomah County Tax
Title Screen: R217900010

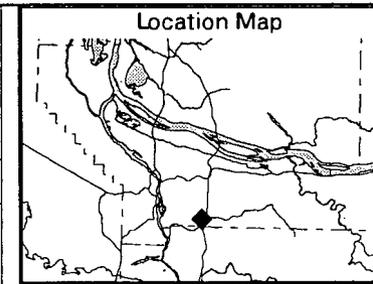
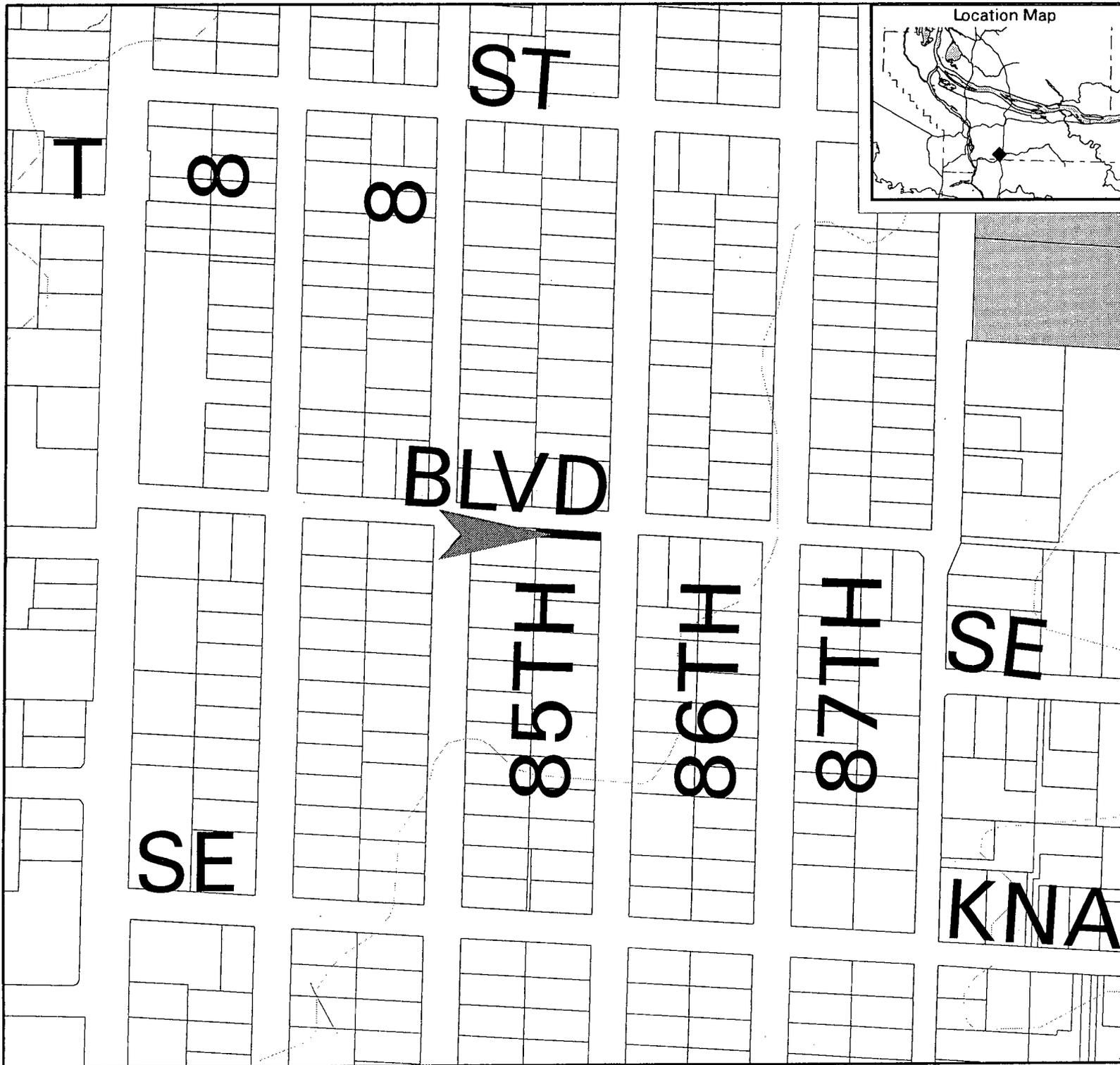
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R217 900 010



R L I S

REGIONAL LAND INFORMATION SYSTEM

Run Date: 10/30/96

Ordinance 795 Property Analysis

Multnomah County Tax
Title Screen: R334801010

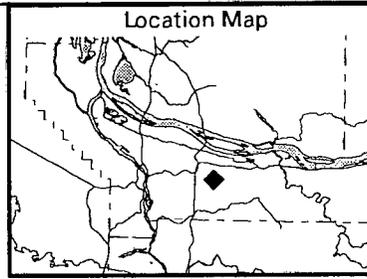
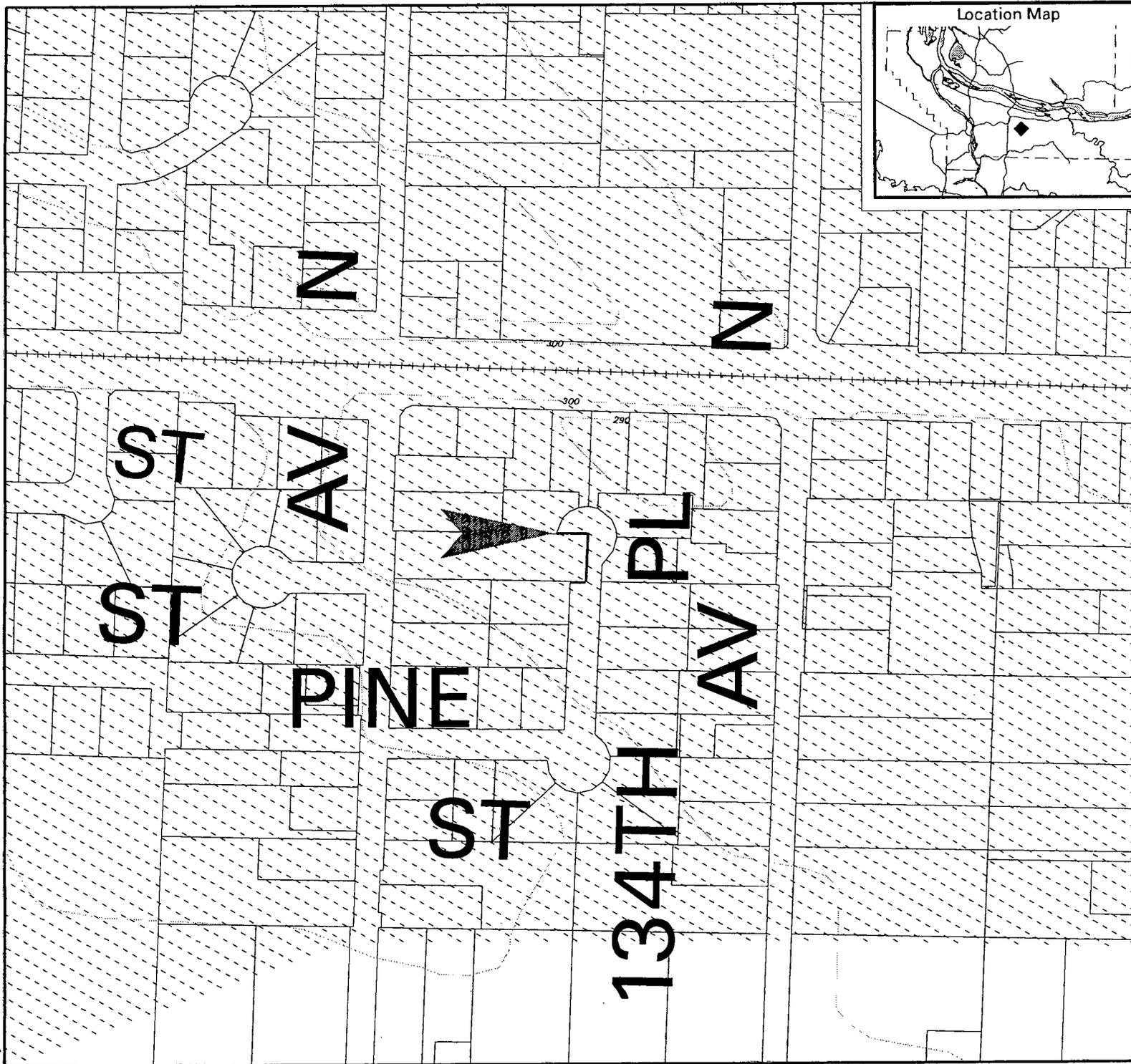
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 1100
 Mktvalimps: 0
 Exmvalland: 1100
 Exmvalimps: 0
 Exmtype: 03
 NBO: LENTS
 Usecode/Arch Style: A
 Acres: 0.03
 Zoning: R5
 Quarter Section: 3739
 Jurisdiction: Portland
 Property Number: 65



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 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R410700010

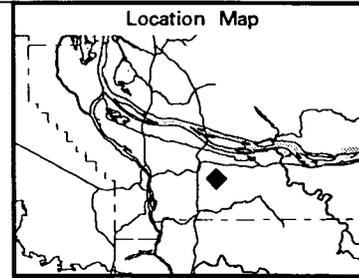
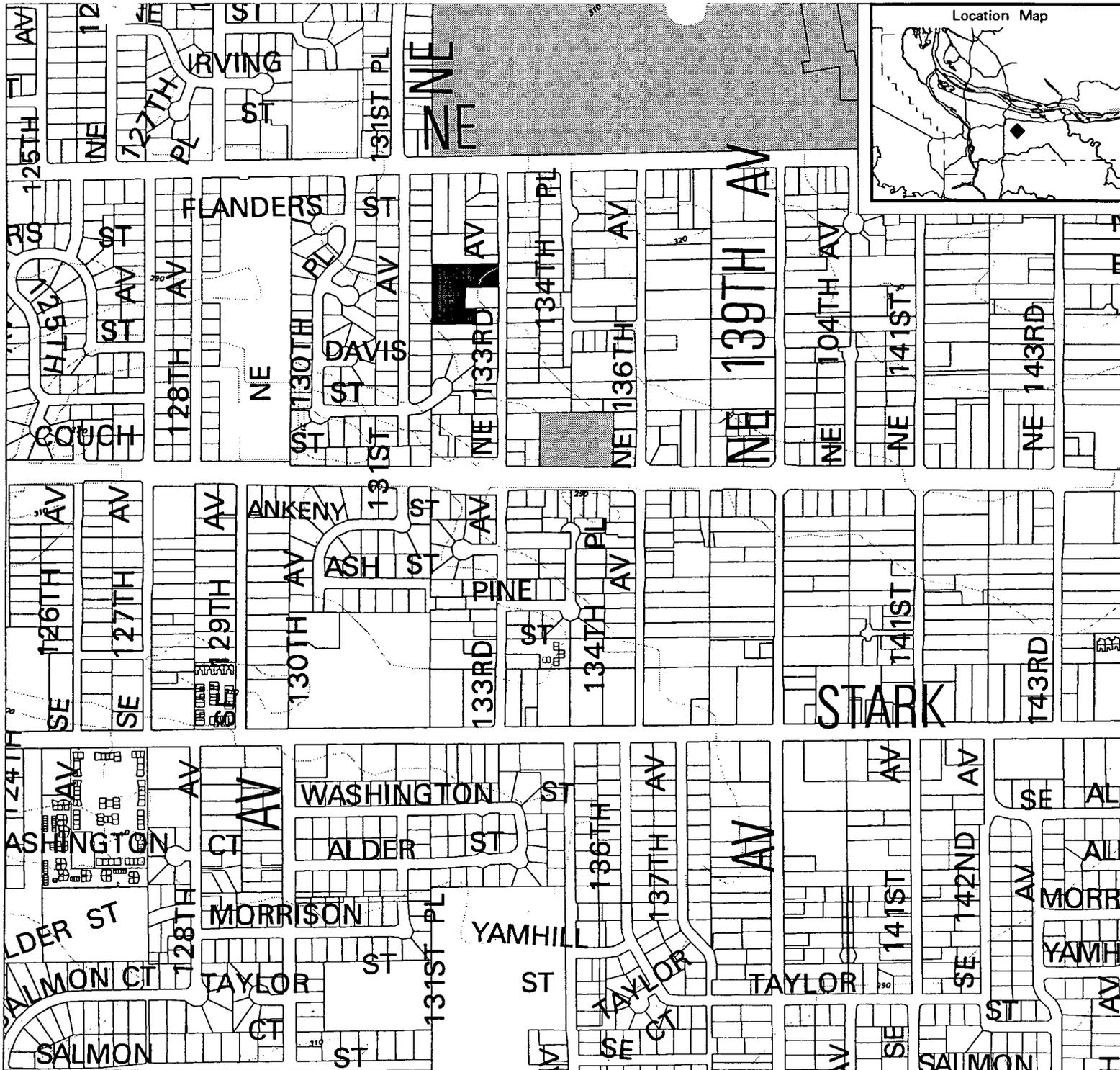
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvallimps: 0
 Exmvalland: 100
 Exmvallimps: 0
 Exmtype: 03
 NBO: HAZELWOOD
 Usecode/Arch Style: A
 Acres: 0
 Zoning: R3
 Quarter Section: 3044
 Jurisdiction: Portland
 Property Number: 100



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Foreclosed Properties

Multnomah County Tax
Title Screen: R410700020

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

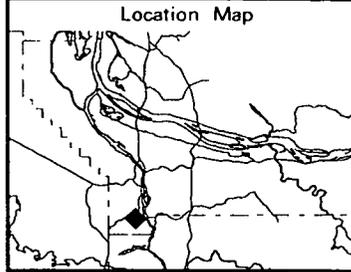
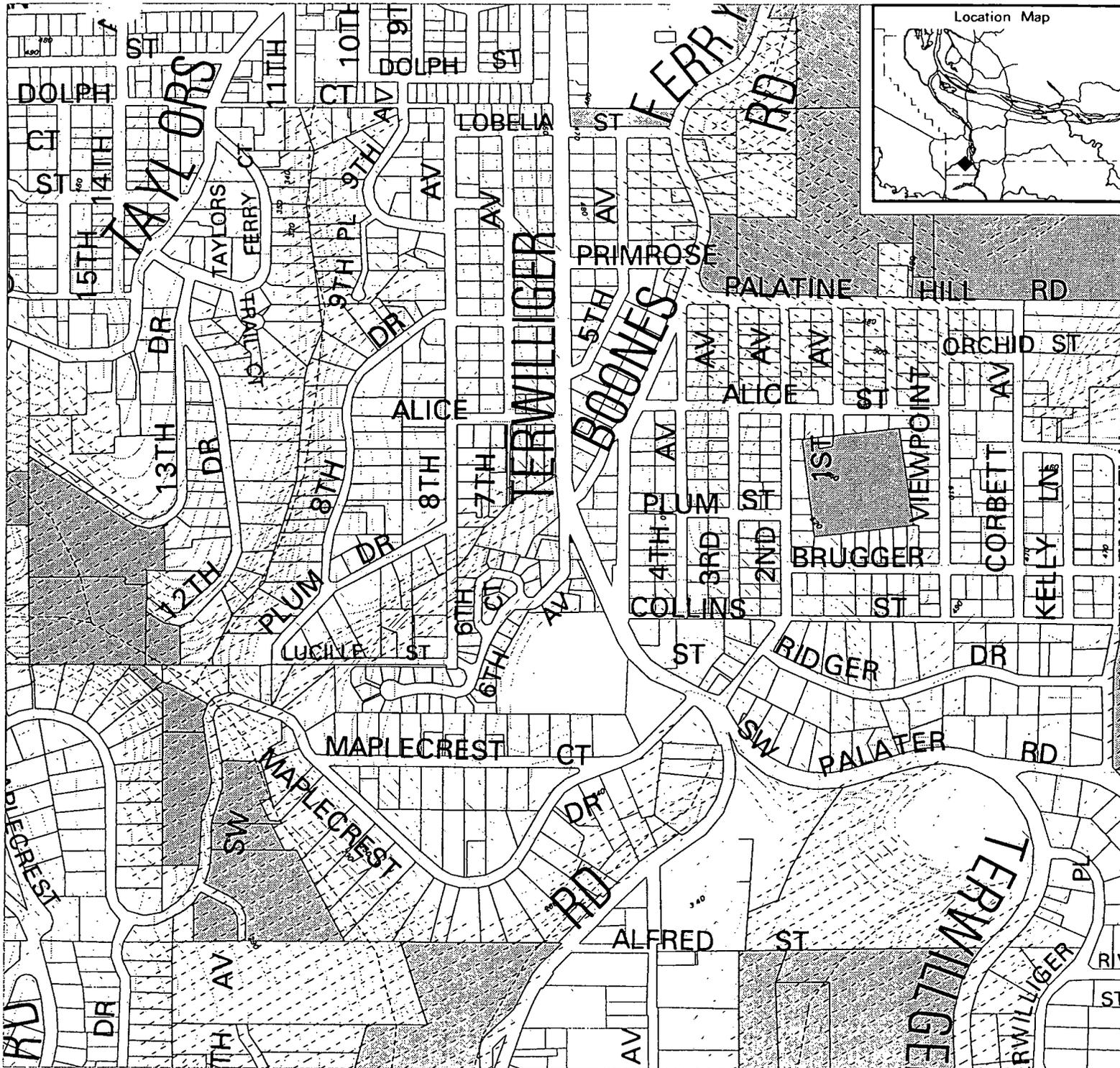
Assessor Data

Situs:
Mktvalland: 100
Mktvalimps: 0
Exmvalland: 100
Exmvalimps: 0
Exmtype: 03
Neighborhood Code: 84
Usecode/Arch Style: A
PDX Zoning: R3
Other Zoning: R3

Metro Data

Floodplain: 0
National Wetlands Inventory: 0
Steep slope: 0
Urban Growth Boundary: 1
Acres: 0.01
(1 = in; 0 = out)
600 NE Grand Ave
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Run Date: 10/20/94

Foreclosed Properties

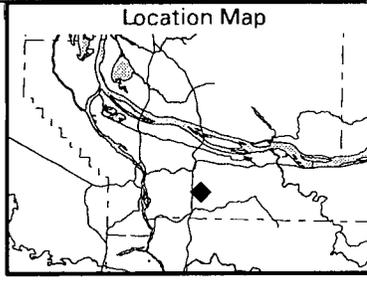
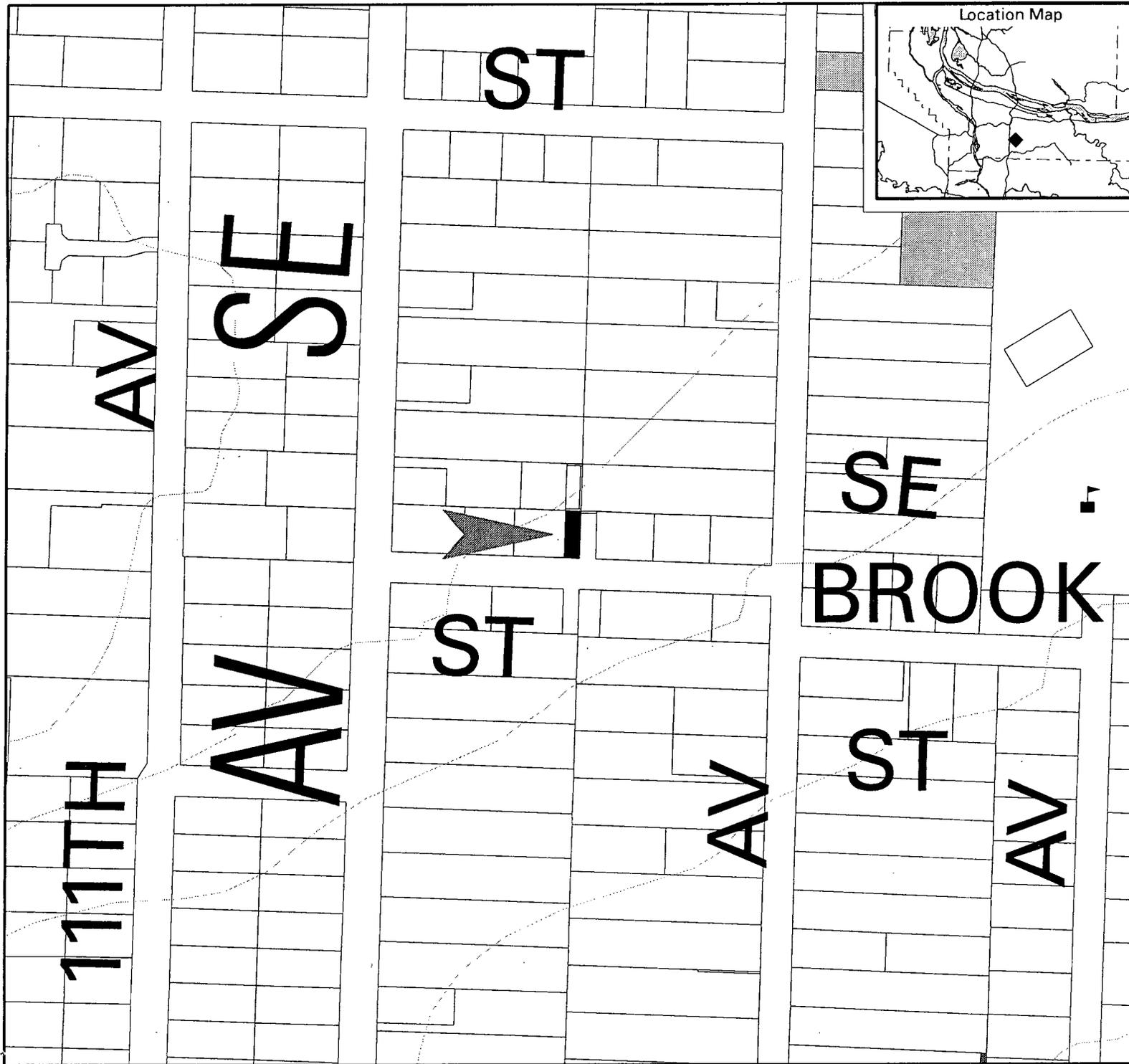
Multnomah County Tax
Title Screen: R450502970

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 Neighborhood Code: 340
 Usecode/Arch Style: A
 PDX Zoning: R7
 Other Zoning: R7

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0.01
 (1 = in; 0 = out)
 600 NE Grand Ave
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**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R550000836

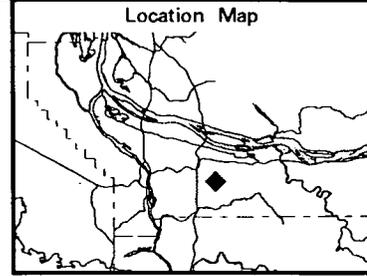
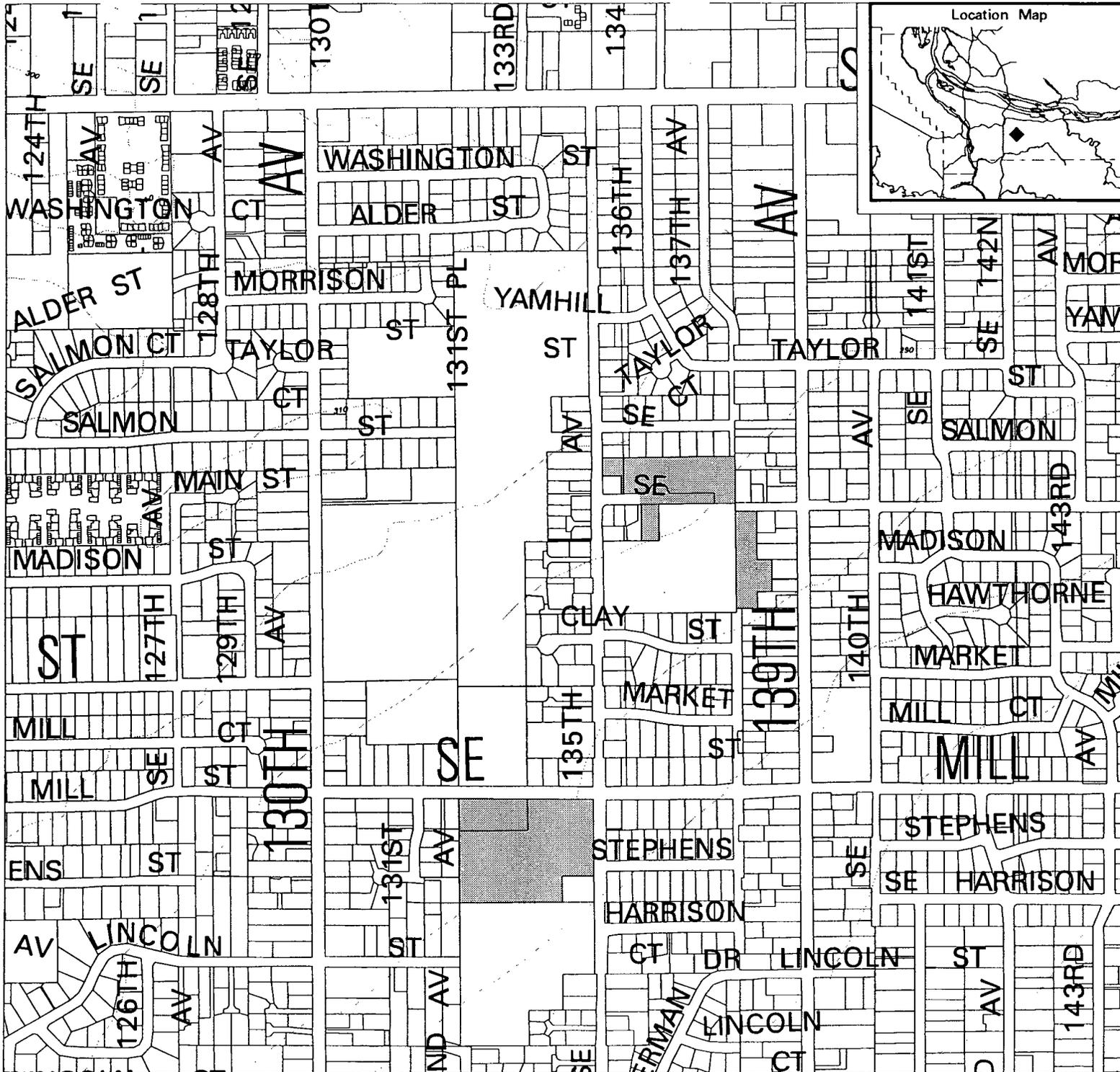
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: POWELLHURST-GILBERT
 Usecode/Arch Style: A
 Acres: 0.04
 Zoning: LR5
 Quarter Section: 3342
 Jurisdiction: Portland
 Property Number: 121



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Foreclosed Properties

Multnomah County Tax
Title Screen: R652950010

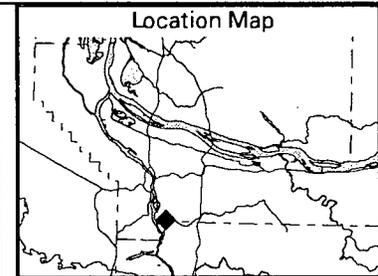
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (conservation, protection, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Assessor Data
 Situs:
 Mktvalland: 2900
 Mktvalimps: 0
 Exmvalland: 2900
 Exmvalimps: 0
 Exmtype: 03
 Neighborhood Code: 87
 Usecode/Arch Style: A
 PDX Zoning: R5
 Other Zoning: R5

Metro Data
 Floodplain: 0
 National Wetlands Inventory: 0
 Steep slope: 0
 Urban Growth Boundary: 1
 Acres: 0.06
 (1 = in; 0 = out)
 600 NE Grand Ave
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Ordinance 795 Property Analysis

Multnomah County Tax
Title Screen: R728800160

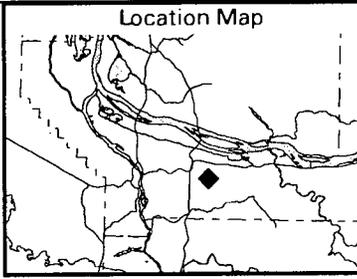
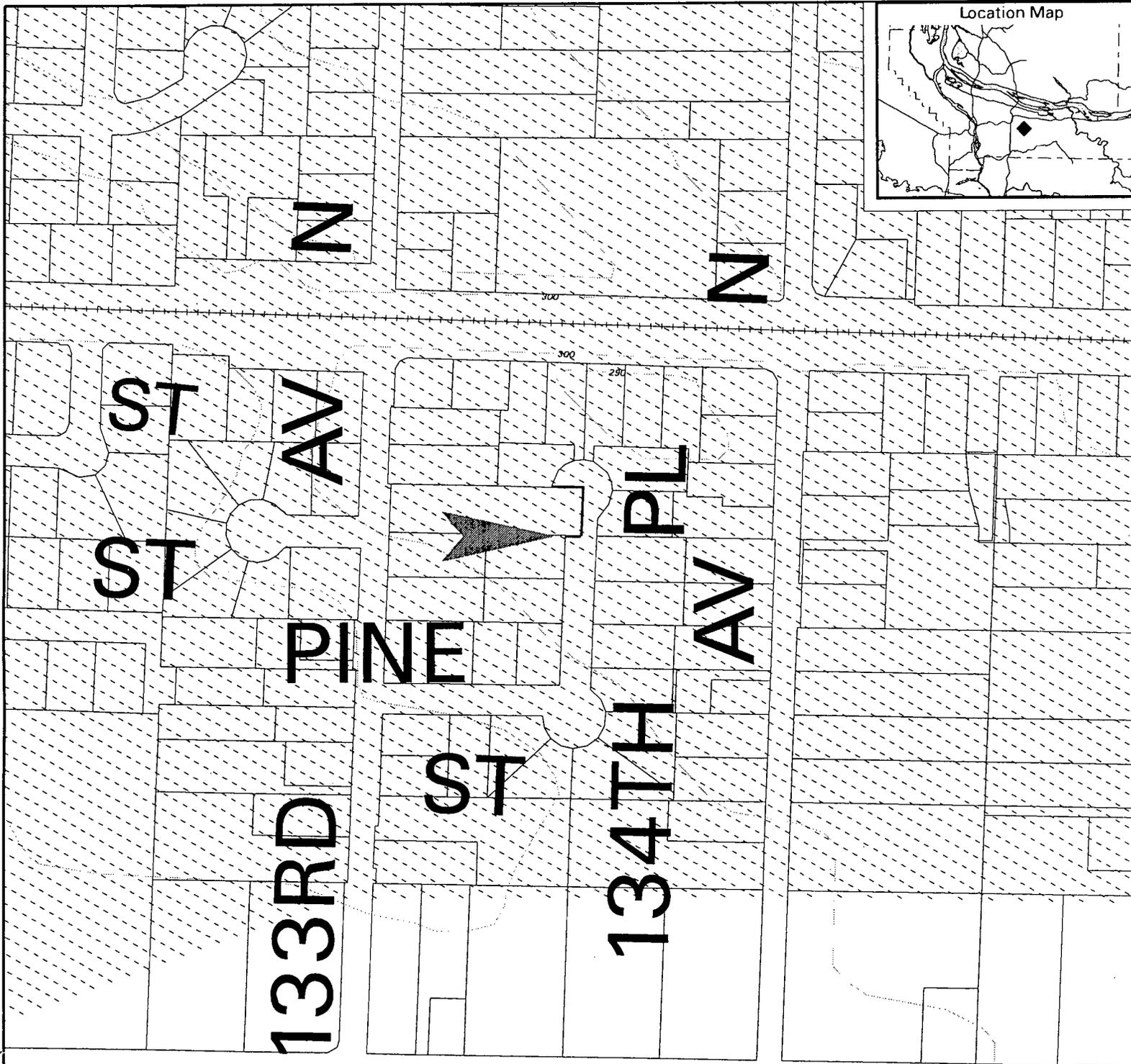
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: SELLWOOD-MORELAND
 Usecode/Arch Style: A
 Acres: 0.14
 Zoning: C2
 Quarter Section: 3832
 Jurisdiction: Portland
 Property Number: 188



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R L I S
 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R804190010

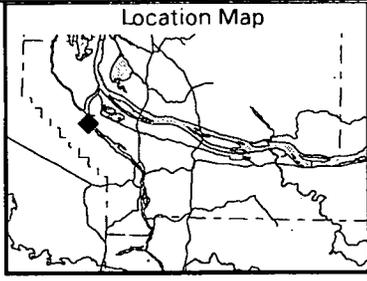
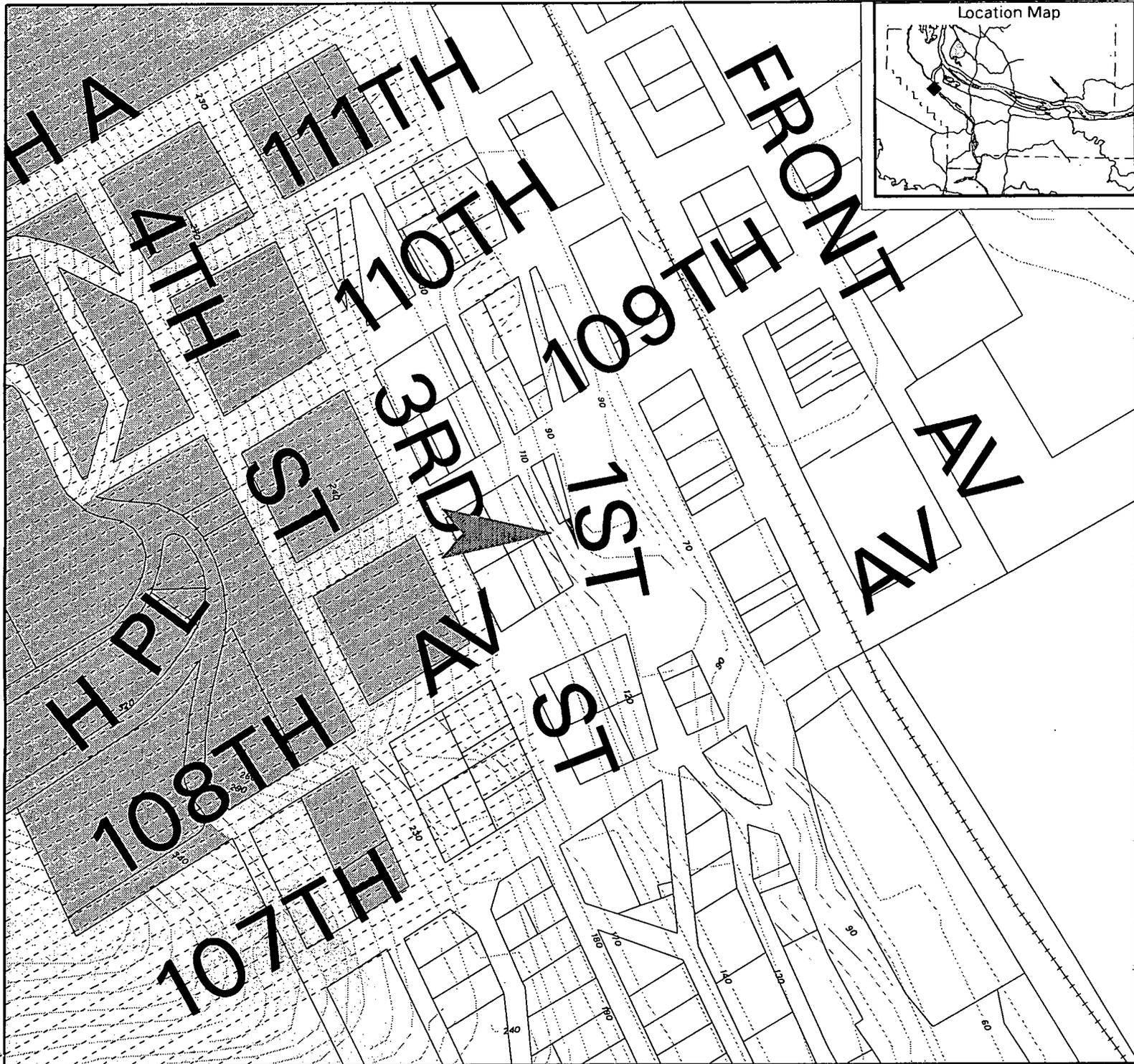
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: HAZELWOOD
 Usecode/Arch Style: A
 Acres: 0
 Zoning: R5
 Quarter Section: 3044
 Jurisdiction: Portland
 Property Number: 210



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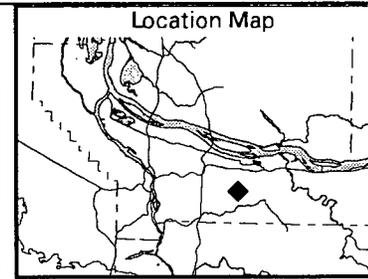
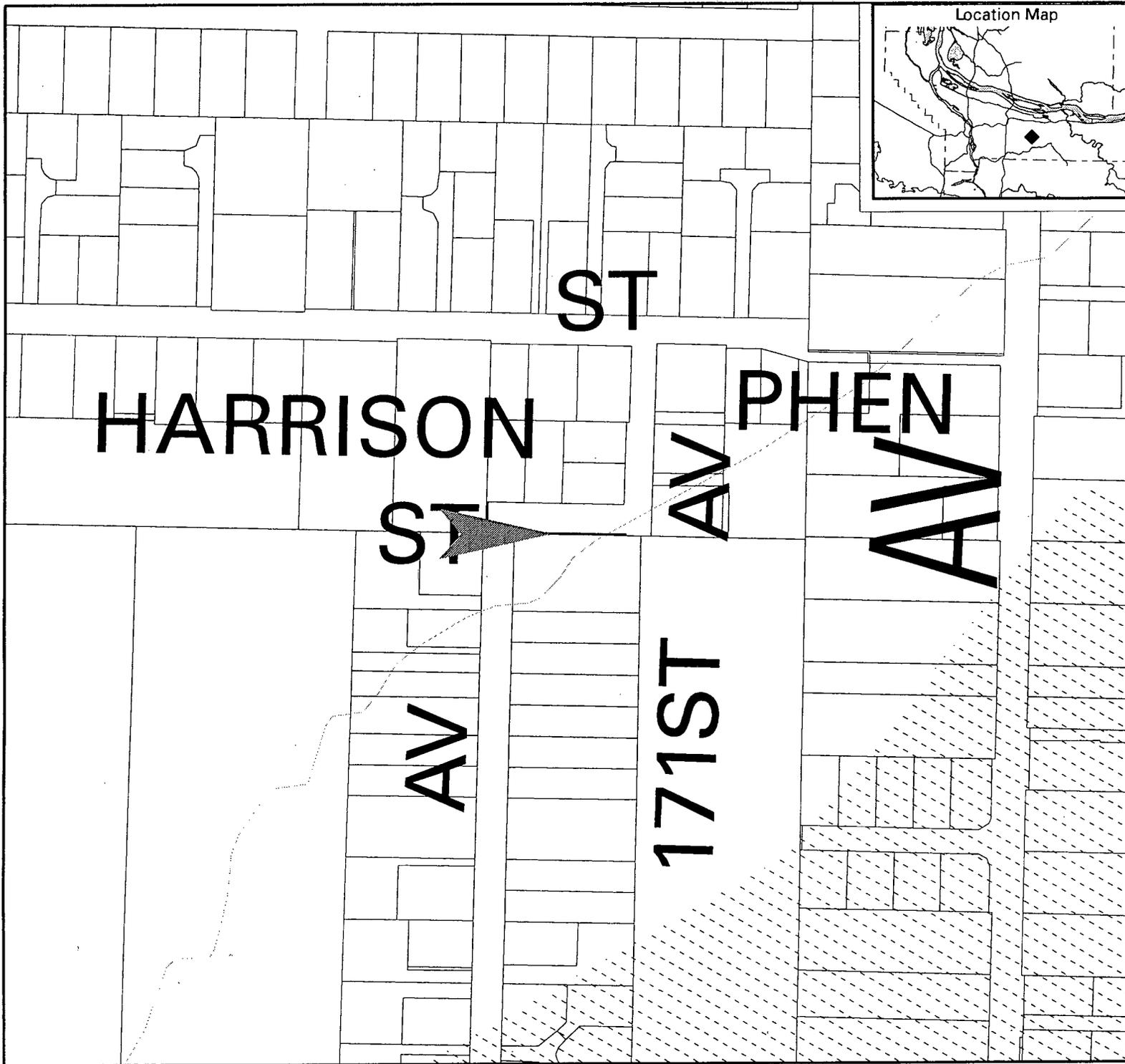
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 REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
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 Title Screen: R839402380

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- ▨ Environmental overlays (ep, ec, sec)
- ▨ Parks deficient
- ~ Rivers/Streams
- ~ Topography
- ~ Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: LINNTON
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: C2
 Quarter Section: 2018
 Jurisdiction: Portland
 Property Number: 221



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 Run Date: 10/30/96
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Property Analysis
 Multnomah County Tax
 Title Screen: R858500010

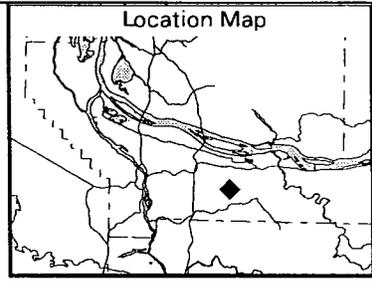
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvallimps: 0
 Exmvalland: 0
 Exmvallimps: 0
 Exmtype:
 NBO: HAZELWOOD
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: LR7
 Quarter Section: 3247
 Jurisdiction: Portland
 Property Number: 223



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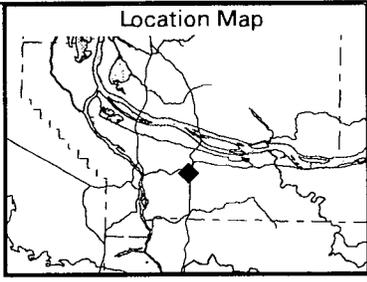
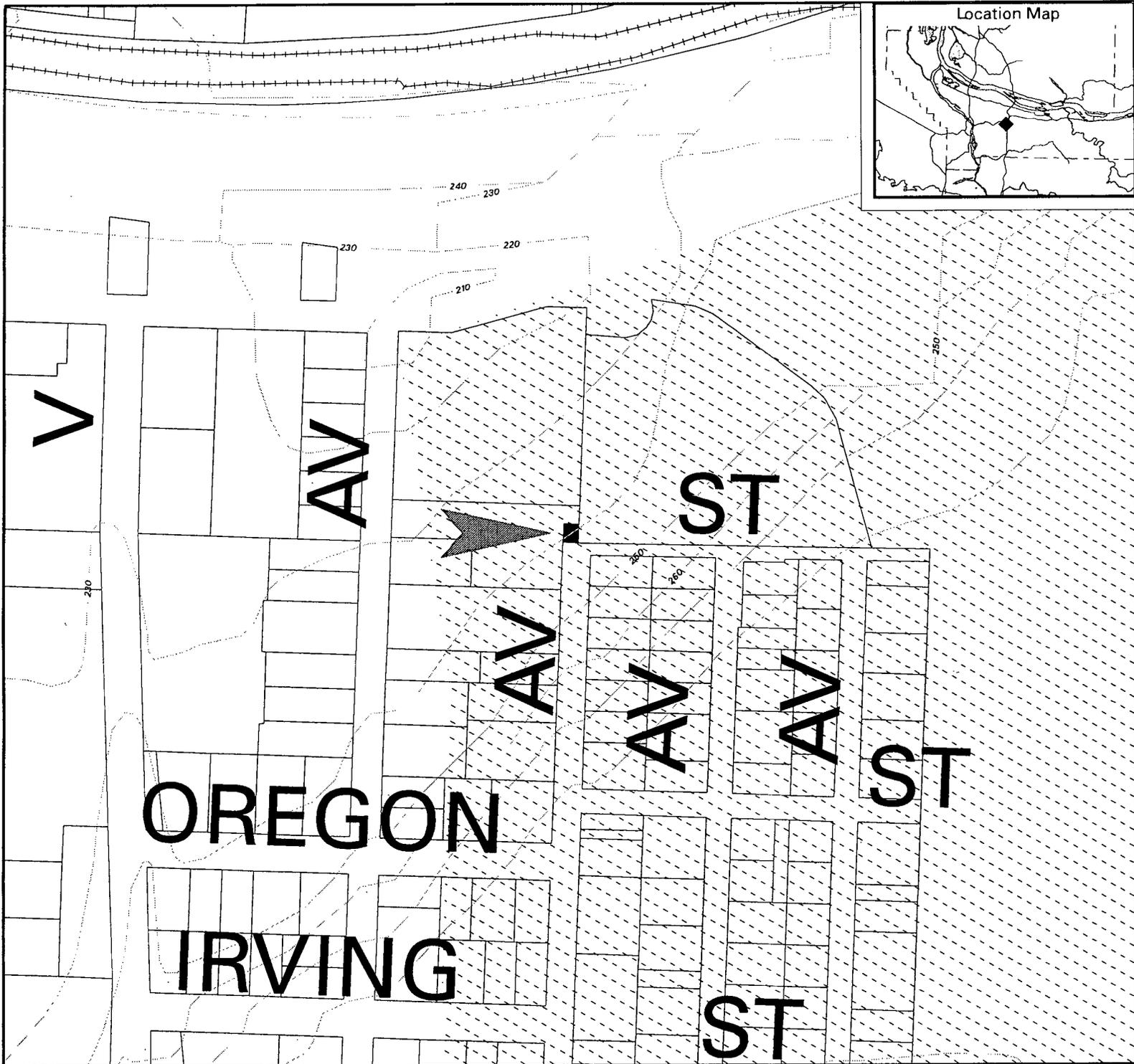
R L I S
 REGIONAL LAND INFORMATION SYSTEM
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Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R858500020

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: HAZELWOOD
 Usecode/Arch Style: A
 Acres: 0
 Zoning: LR7
 Quarter Section: 3247
 Jurisdiction: Portland
 Property Number: 224



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Property Analysis
 Multnomah County Tax
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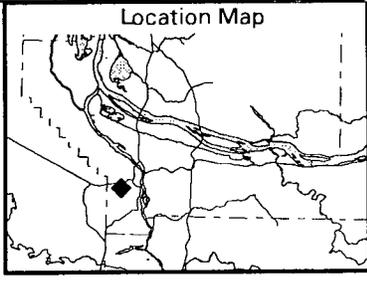
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 1100
 Mktvalimps: 0
 Exmvalland: 1100
 Exmvalimps: 0
 Exmtype: 03
 NBO: MONTAVILLA
 Usecode/Arch Style: A
 Acres: 0.02
 Zoning: R2
 Quarter Section: 2940
 Jurisdiction: Portland
 Property Number: 256



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Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R991080310

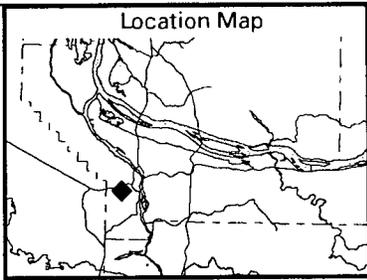
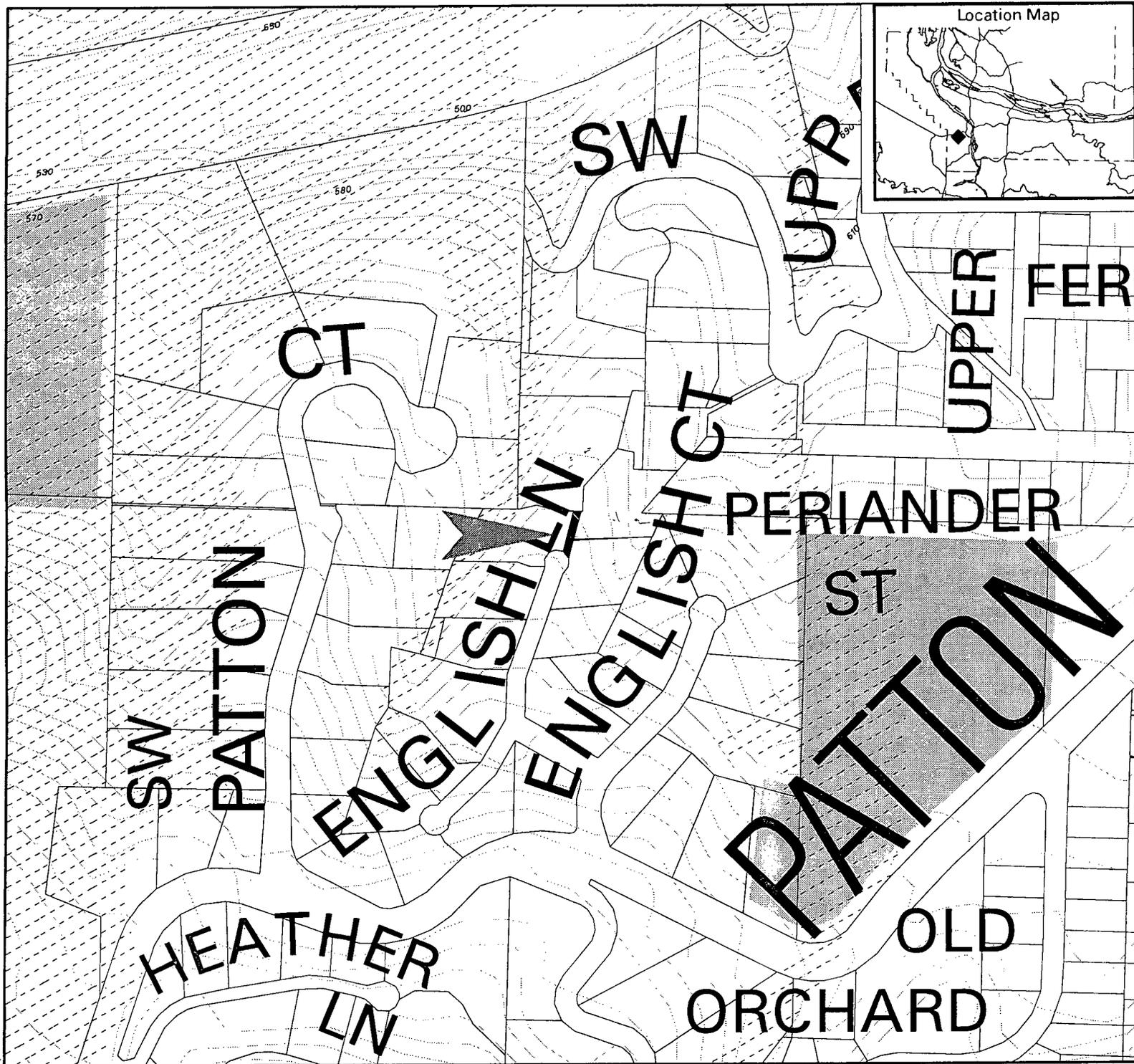
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO:
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: R20
 Quarter Section:
 Jurisdiction:
 Property Number: 267



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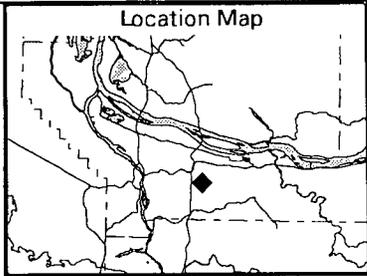
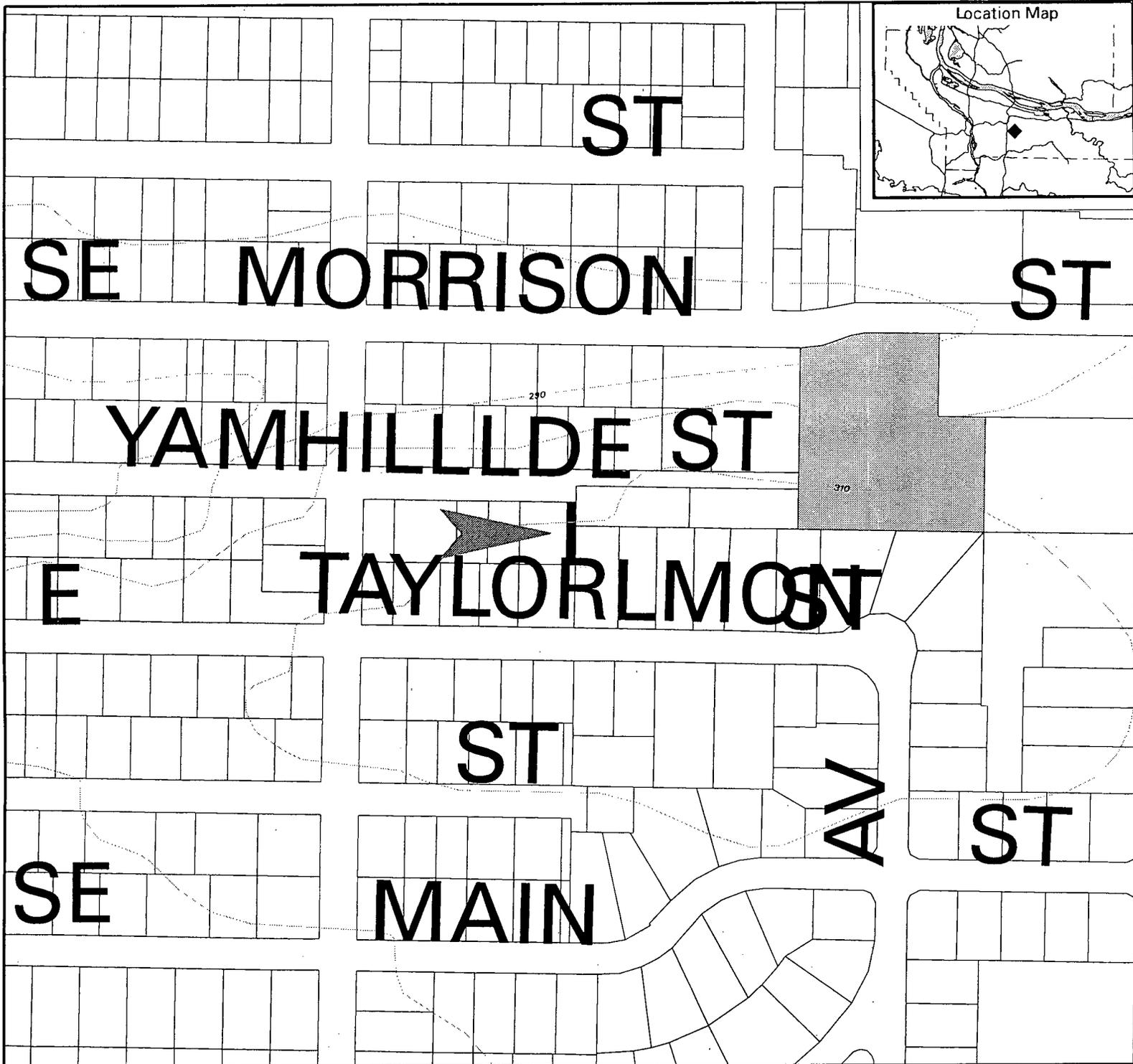


REGIONAL LAND INFORMATION SYSTEM
 Run Date: 10/30/96
Ordinance 795
Property Analysis
 Multnomah County Tax
 Title Screen: R991080510

- Subject property
 - Other foreclosed properties
 - Parks/Public
 - Natural areas
 - Stormwater/CSO outfalls
 - Environmental overlays (ep, ec, sec)
 - Parks deficient
 - Rivers/Streams
 - Topography
 - Taxlots
 - City boundary
- Taxlot Data
 Situs:
 Mktvalland: 0
 Mktvalimps: 0
 Exmvalland: 0
 Exmvalimps: 0
 Exmtype:
 NBO: SOUTHWEST HILLS
 Usecode/Arch Style: A
 Acres: 0.02
 Zoning: R10
 Quarter Section: 3226
 Jurisdiction: Portland
 Property Number: 81



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REGIONAL LAND INFORMATION SYSTEM

Run Date: 10/30/96

**Ordinance 795
Property Analysis**

Multnomah County Tax

Title Screen: R992031340

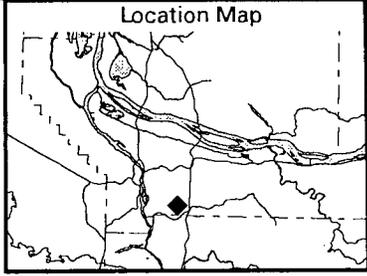
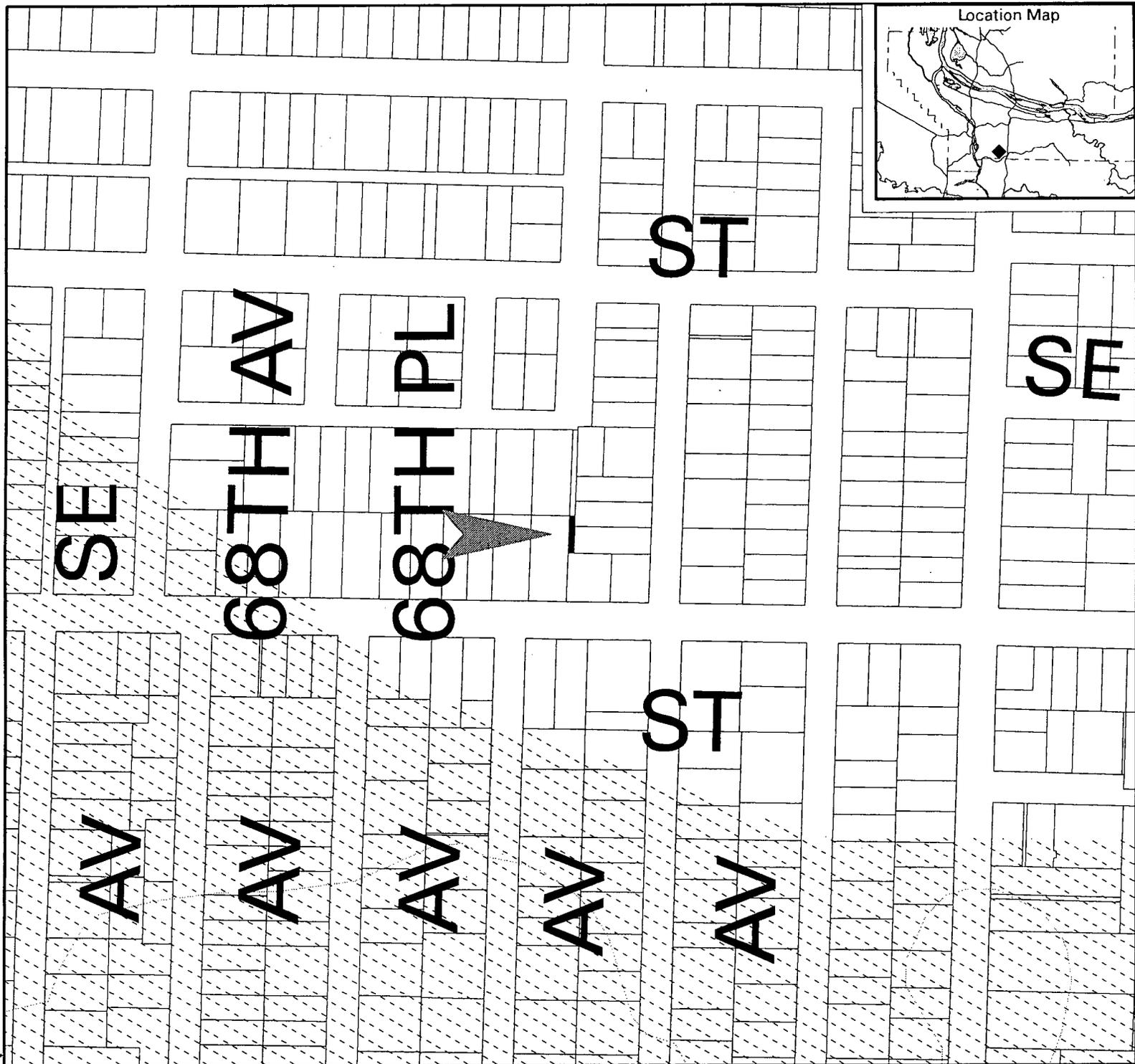
- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 800
 Mktvalimps: 0
 Exmvalland: 800
 Exmvalimps: 0
 Exmtype: 03
 NBO: MILL PARK
 Usecode/Arch Style: A
 Acres: 0.03
 Zoning: R7
 Quarter Section: 3142
 Jurisdiction: Portland
 Property Number: 280



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metro.dst.or.us



**Ordinance 795
Property Analysis**

Multnomah County Tax
Title Screen: R992170120

- Subject property
- Other foreclosed properties
- Parks/Public
- Natural areas
- Stormwater/CSO outfalls
- Environmental overlays (ep, ec, sec)
- Parks deficient
- Rivers/Streams
- Topography
- Taxlots
- City boundary

Taxlot Data
 Situs:
 Mktvalland: 100
 Mktvalimps: 0
 Exmvalland: 100
 Exmvalimps: 0
 Exmtype: 03
 NBO: MT SCOTT
 Usecode/Arch Style: A
 Acres: 0.01
 Zoning: R5
 Quarter Section: 3637
 Jurisdiction: Portland
 Property Number: 284



METRO

600 NORTHEAST GRAND AVENUE
 PORTLAND, OREGON 97232 2736
 TEL 503 797 1742
 FAX 503 797 1909
 Internet drc@metrodst.or.us

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Transfer of Twenty-Two Tax
Foreclosed Properties to the City
of Portland, Office of Transportation,
for Public Purposes

}
ORDER
}

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to governmental bodies, provided the property is used for a public purpose; and

WHEREAS, the County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of tax foreclosed property to the City of Portland Office of Transportation; and

WHEREAS, the City of Portland Office of Transportation has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described in the attached Exhibit A; and

WHEREAS, pursuant to ORS 271.330(3) and Ordinance 795, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner after the above referenced report has been made available to the County Board; and

WHEREAS, Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described in the attached Exhibit A, as required under ORS 271.330(3) and Ordinance 795; and

WHEREAS, after holding the public hearing on the requested transfers, the Board determined these twenty-two properties are no longer needed by the County, and are eligible to be transferred to the City of Portland Office of Transportation for public purposes.

NOW, THEREFORE, IT IS HEREBY ORDERED, that the twenty-Two properties described in the attached Exhibit A, be transferred without monetary consideration, to the City of Portland Office of Transportation, provided that said properties shall be used and continue to be used by the City of Portland Office of Transportation, for public purposes in the State of Oregon, and should the properties ceased to be used for public purposes by the City of Portland Office of Transportation, the interest of the City of Portland Office of Transportation shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties in the attached Exhibit A, to the City of Portland Office of Transportation.

Dated this _____ day of _____ 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

(SEAL)

REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By Matthew O. Ryan

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Portland Office of Transportation, a municipal corporation of the State of Oregon, Grantee, the following twenty-two separate real properties located within the County of Multnomah and State of Oregon:

As described on the attached EXHIBIT A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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

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

CITY OF PORTLAND
OFFICE OF TRANSPORTATION
1120 SW 5TH AVE, RM 802
PORTLAND OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County commissioners this _____ day of _____ 1997, by authority of an Order of the Board of County commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

(SEAL)

REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By _____

APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By _____

After recording, return to Tax Title: 166/300

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Transfer of Twenty-one Tax
Foreclosed Properties to the City
of Portland, Office of Transportation,
for Public Purposes

}
} ORDER
} 97-85

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to governmental bodies, provided the property is used for a public purpose; and

WHEREAS, the County Board of Commissioners received a report from the Department of Environmental Services Tax Title Division, regarding proposed transfers of tax foreclosed property to the City of Portland Office of Transportation; and

WHEREAS, the City of Portland Office of Transportation has formally requested the transfer of certain Tax Foreclosed Properties located in Multnomah County, more particularly described in the attached Exhibit A; and

WHEREAS, pursuant to ORS 271.330(3) and Ordinance 795, Section VI, paragraph (E) the Board of County Commissioners has authorized the Tax Title Division to publish notice of any proposed governmental transfers of tax foreclosed property in a timely manner after the above referenced report has been made available to the County Board; and

WHEREAS, Multnomah County, Tax Title Division has published for two successive weeks in a newspaper of general circulation notice of a pending hearing before the Board of County Commissioners to hear testimony regarding the transfer of the properties described in the attached Exhibit A, as required under ORS 271.330(3) and Ordinance 795; and

WHEREAS, after holding the public hearing on the requested transfers, the Board determined these Twenty-one properties are no longer needed by the County, and are eligible to be transferred to the City of Portland Office of Transportation for public purposes.

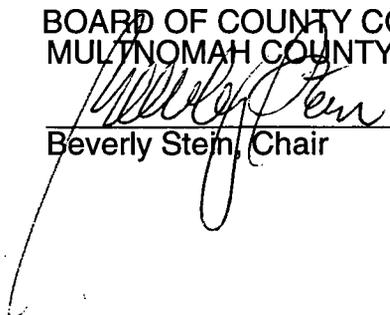
NOW, THEREFORE, IT IS HEREBY ORDERED, that the Twenty-one properties described in the attached Exhibit A, be transferred without monetary consideration, to the City of Portland Office of Transportation, provided that said properties shall be used and continue to be used by the City of Portland Office of Transportation, for public purposes in the State of Oregon, and should the properties ceased to be used for public purposes by the City of Portland Office of Transportation, the interest of the City of Portland Office of Transportation shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the properties in the attached Exhibit A, to the City of Portland Office of Transportation.

Dated this 1st day of May, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



Beverly Stern, Chair

REVIEWED:

Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By

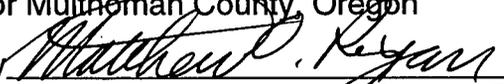

Matthew O. Ryan, Asst. County Counsel

EXHIBIT "A"

1. Legal Description:

Portion of Lot 8, Block 4, CARSON HEIGHTS, a recorded plat, recorded May 13, 1890, in Plat Book 151, Page 55 (S.W. Capitol Hill Road, near S.W.11th Avenue), as follows:

That portion of said Lot 8 lying northerly of the northeasterly right-of-way line of S.W. Capitol Hill Road County Road No. 876, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-13970-0800
D971456

2. Legal Description:

Tract A, COLUMBIA SHORES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-17315-0010
D971457

3. Legal Description:

Lot A, CORIBA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-17850-0010
D971458

4. Legal Description:

A tract of land in Delashmutts & Oatmans Subdivision No. 4 a recorded subdivision in Multnomah County, State of Oregon, described as follows:

The North 1 foot of Lot 7, lying East of the West line of Block 5, Woerndleville

Tax Account Number:
Deed Number:

R-20280-0830
D971459

5. Legal Description:

Tract A, DRIFTWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-21790-0010
D971460

6. Legal Description: Lot F, Block 3, GORDON PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-33480-1010
Deed Number: D971461
7. Legal Description: Tract A, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-41070-0010
Deed Number: D971462
8. Legal Description: Tract B, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-41070-0020
Deed Number: D971463
9. Legal Description: W of SW Terwilliger Blvd, Lot 6, Block 13, KILPATRICK & COLLINS TRACT, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-45050-2970
Deed Number: D971464
10. Legal Description: E 25' of Lot 9, Block 2, MC GREWS TRACTS, a recorded subdivision in the City of Portland, County of Multnomah County, and State of Oregon
- Tax Account Number: R-55000-0836
Deed Number: D971465
11. Legal Description: Tract B, PEBBLEWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-65295-0010
Deed Number: D971466

12. Legal Description:

A tract of land in the Southwest One-quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon described as follows:

All that part of SE Harney Street vacated by Ordinance 66191, September 12, 1934, which accrued to Lot 7, Block 2, ROSS ADDITION.

Excepting therefrom that portion lying Westerly of the West line of SE Pacific Highway, and Easterly of the Southerly extension of the West line of said Lot 7.

Tax Account Number: R-72880-0160
Deed Number: D971466

13. Legal Description:

Tract A, STYMIE PASS, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-80419-0010
Deed Number: D971468

14. Legal Description:

EXC PT IN STS, Lots 19 & 20, Block 44, TOWN OF LINNTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-83940-2380
Deed Number: D971469

15. Legal Description:

Tract A, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0010
Deed Number: D971470

16. Legal Description:

Tract B, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0020
Deed Number: D971471

17. Legal Description:

A parcel of land in the NW of Section 33, Township 1 North, Range 2 East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Beginning at a point on the East line the NW of said Section 33, 1293.8 feet North of the Center of Said Section 33; thence North along said East line of 30 feet; thence West 25 feet to the East line of lot 11, Block 5 of Rose Wood, a duly recorded plat in Multnomah County deed records; thence South along said East line of Lot 11 extended South 30 feet; thence East 25 feet to the true point of beginning.

Tax Account Number: R-94233-4770
Deed Number: D971472

18. Legal Description:

A tract of land situated in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, County of Multnomah, State of Oregon, being more particularly described as follows:

Beginning at the intersection of the North-South center line of said Section 8 and the Northerly line of SW Talbot Road (Co. Rd. 405); thence N53°52'W, along the Northerly line of SW Talbot Road, a distance of 10 feet, more or less, to the Easterly right-of-way line of SW Patton Road (Co. Rd. 432); thence N00°14'W, along said Easterly line, a distance of 40 feet, more or less to an angel point; thence continuing along said Easterly line, N16°48'E, a distance of 20 feet, more or less, to the said North-South centerline; thence South along said centerline to the point of beginning.

Tax Account Number: R-99108-0310
Deed Number: D971473

19. Legal Description:

A tract of land in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Commencing at the SW Corner of the Thomas Carter Donation Land Claim, thence S80°04'E, a distance of 89.11 feet to the NE Corner of a tract of land conveyed by deed recorded in Book 1529 at Page 431 on April 1, 1952, Multnomah County Deed Records, and the point of beginning of the tract of land herein described; thence S13°03'W, along the Easterly line of said tract, a distance of 65.30 feet to a point in the Northerly line of SW English Court as dedicated by deed recorded in Book 601 at Page 333 on May 31, 1941; thence Southeasterly along the Northerly line of said SW English Court, on a curve to the right, having a radius of 20 feet, a distance of 15 feet more or less to the Westerly line of a tract of land conveyed by deed recorded in Book 1475 at Page 9 on May 7, 1951, thence N13°03'E, along the Westerly line of said tract and the Westerly line of a tract conveyed by deed recorded in Book 1475 at Page 6 on May 7, 1951, a distance of 77.32 feet to the North line of said Section 8; thence N89°04'W, a distance of 12.24 feet to the point of beginning.

Tax Account Number: R-99108-0510
Deed Number: D971474

20. Legal Description:

A tract of land in the NE of Section 3, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the NE corner of Lot 13, Block 18, Ventura Park, a duly recorded subdivision of Multnomah County recorded in Plat Book 561 at Page 85 on June 30, 1911; thence East, a distance of 15 feet more or less to a point 950.50 feet West of the centerline of NE 122nd Avenue, (Buckley Avenue); thence South and parallel with the aforesaid centerline, a distance of 100 feet; thence West, 15 feet more or less to the SE Corner of said Lot 13, Block 18, Ventura Park; thence North, along the East line of said Lot 13, a distance of 100 feet to the point of beginning.

Tax Account Number:
Deed Number:

R-99203-1340
D971475

21. Legal Description:

A tract of land in the SW of Section 17, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the SW corner of Lot 1, Block 4, Altoona Park; thence North a distance of 275 feet; thence West to the East line of Sunshine Park, thence South, along the East line of said Sunshine Park, a distance of 275 feet to the SE Corner of Lot 16 of said Sunshine Park; thence East to the point of beginning.

Excepting from the above described the North and South 77 feet.

Tax Account Number:
Deed Number:

R-99217-0120
D971476

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the City of Portland Office of Transportation, a municipal corporation of the State of Oregon, Grantee, the following Twenty-one separate real properties located within the County of Multnomah and State of Oregon:

As described on the attached EXHIBIT A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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

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

CITY OF PORTLAND
OFFICE OF TRANSPORTATION
1120 SW 5TH AVE, RM 802
PORTLAND OR 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County commissioners this 1st day of May, 1997, by authority of an Order of the Board of County commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair



REVIEWED:
Sandra N. Duffy, Acting County Counsel
For Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Asst. County Counsel

APPROVED:
Kathy Tuneberg, Acting Director
Assessment & Taxation

By *Kathleen A. Tuneberg*
Kathleen A. Tuneberg, Acting Director

After recording, return to Tax Title: 166/300

EXHIBIT "A"

1. Legal Description:

Portion of Lot 8, Block 4, CARSON HEIGHTS, a recorded plat, recorded May 13, 1890, in Plat Book 151, Page 55 (S.W. Capitol Hill Road, near S.W.11th Avenue), as follows:

That portion of said Lot 8 lying northerly of the northeasterly right-of-way line of S.W. Capitol Hill Road County Road No. 876, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-13970-0800
D971456

2. Legal Description:

Tract A, COLUMBIA SHORES, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-17315-0010
D971457

3. Legal Description:

Lot A, CORIBA, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-17850-0010
D971458

4. Legal Description:

A tract of land in Delashmutts & Oatmans Subdivision No. 4 a recorded subdivision in Multnomah County, State of Oregon, described as follows:

The North 1 foot of Lot 7, lying East of the West line of Block 5, Woerndleville

Tax Account Number:
Deed Number:

R-20280-0830
D971459

5. Legal Description:

Tract A, DRIFTWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number:
Deed Number:

R-21790-0010
D971460

6. Legal Description: Lot F, Block 3, GORDON PLACE, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-33480-1010
Deed Number: D971461
7. Legal Description: Tract A, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-41070-0010
Deed Number: D971462
8. Legal Description: Tract B, HURRY-UP, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-41070-0020
Deed Number: D971463
9. Legal Description: W of SW Terwilliger Blvd, Lot 6, Block 13, KILPATRICK & COLLINS TRACT, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-45050-2970
Deed Number: D971464
10. Legal Description: E 25' of Lot 9, Block 2, MC GREWS TRACTS, a recorded subdivision in the City of Portland, County of Multnomah County, and State of Oregon
- Tax Account Number: R-55000-0836
Deed Number: D971465
11. Legal Description: Tract B, PEBBLEWOOD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon
- Tax Account Number: R-65295-0010
Deed Number: D971466

12. Legal Description:

A tract of land in the Southwest One-quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon described as follows:

All that part of SE Harney Street vacated by Ordinance 66191, September 12, 1934, which accrued to Lot 7, Block 2, ROSS ADDITION.

Excepting therefrom that portion lying Westerly of the West line of SE Pacific Highway, and Easterly of the Southerly extension of the West line of said Lot 7.

Tax Account Number: R-72880-0160
Deed Number: D971466

13. Legal Description:

Tract A, STYMIE PASS, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-80419-0010
Deed Number: D971468

14. Legal Description:

EXC PT IN STS, Lots 19 & 20, Block 44, TOWN OF LINNTON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-83940-2380
Deed Number: D971469

15. Legal Description:

Tract A, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0010
Deed Number: D971470

16. Legal Description:

Tract B, VENNAS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon

Tax Account Number: R-85850-0020
Deed Number: D971471

17. Legal Description:

A parcel of land in the NW of Section 33, Township 1 North, Range 2 East, Willamette Meridian, Multnomah County, State of Oregon described as follows:

Beginning at a point on the East line the NW of said Section 33, 1293.8 feet North of the Center of Said Section 33; thence North along said East line of 30 feet; thence West 25 feet to the East line of lot 11, Block 5 of Rose Wood, a duly recorded plat in Multnomah County deed records; thence South along said East line of Lot 11 extended South 30 feet; thence East 25 feet to the true point of beginning.

Tax Account Number: R-94233-4770
Deed Number: D971472

18. Legal Description:

A tract of land situated in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, County of Multnomah, State of Oregon, being more particularly described as follows:

Beginning at the intersection of the North-South center line of said Section 8 and the Northerly line of SW Talbot Road (Co. Rd. 405); thence N53°52'W, along the Northerly line of SW Talbot Road, a distance of 10 feet, more or less, to the Easterly right-of-way line of SW Patton Road (Co. Rd. 432); thence N00°14'W, along said Easterly line, a distance of 40 feet, more or less to an angel point; thence continuing along said Easterly line, N16°48'E, a distance of 20 feet, more or less, to the said North-South centerline; thence South along said centerline to the point of beginning.

Tax Account Number: R-99108-0310
Deed Number: D971473

19. Legal Description:

A tract of land in the NW of Section 8, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Commencing at the SW Corner of the Thomas Carter Donation Land Claim, thence S80°04'E, a distance of 89.11 feet to the NE Corner of a tract of land conveyed by deed recorded in Book 1529 at Page 431 on April 1, 1952, Multnomah County Deed Records, and the point of beginning of the tract of land herein described; thence S13°03'W, along the Easterly line of said tract, a distance of 65.30 feet to a point in the Northerly line of SW English Court as dedicated by deed recorded in Book 601 at Page 333 on May 31, 1941; thence Southeasterly along the Northerly line of said SW English Court, on a curve to the right, having a radius of 20 feet, a distance of 15 feet more or less to the Westerly line of a tract of land conveyed by deed recorded in Book 1475 at Page 9 on May 7, 1951, thence N13°03'E, along the Westerly line of said tract and the Westerly line of a tract conveyed by deed recorded in Book 1475 at Page 6 on May 7, 1951, a distance of 77.32 feet to the North line of said Section 8; thence N89°04'W, a distance of 12.24 feet to the point of beginning.

Tax Account Number: R-99108-0510
Deed Number: D971474

20. Legal Description:

A tract of land in the NE of Section 3, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the NE corner of Lot 13, Block 18, Ventura Park, a duly recorded subdivision of Multnomah County recorded in Plat Book 561 at Page 85 on June 30, 1911; thence East, a distance of 15 feet more or less to a point 950.50 feet West of the centerline of NE 122nd Avenue, (Buckley Avenue); thence South and parallel with the aforesaid centerline, a distance of 100 feet; thence West, 15 feet more or less to the SE Corner of said Lot 13, Block 18, Ventura Park; thence North, along the East line of said Lot 13, a distance of 100 feet to the point of beginning.

Tax Account Number:
Deed Number:

R-99203-1340
D971475

21. Legal Description:

A tract of land in the SW of Section 17, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, State of Oregon, described as follows:

Beginning at the SW corner of Lot 1, Block 4, Altoona Park; thence North a distance of 275 feet; thence West to the East line of Sunshine Park, thence South, along the East line of said Sunshine Park, a distance of 275 feet to the SE Corner of Lot 16 of said Sunshine Park; thence East to the point of beginning.

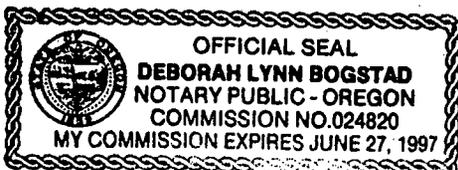
Excepting from the above described the North and South 77 feet.

Tax Account Number:
Deed Number:

R-99217-0120
D971476

STATE OF OREGON)
) **ss**
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1st day of May, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAY 01 1997

AGENDA #: R-10
ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Supplemental Budget

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: May 1, 1997

AMOUNT OF TIME NEEDED: 10minutes

DEPARTMENT: Support Services DIVISION: Finance / Budget and Quality

CONTACT: Dave Boyer, Dave Warren TELEPHONE #: 83903 / 83822

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Sitting as the Budget Committee

Approval of a Supplemental Budget Authorizing Various Interfund Transactions, Creating a Separate Library Bond Fund for the 1996 Library Bonds, and Increasing Appropriations to Pass Revenues Through to Metro as Required by Contracts.

5/8/97 copies to DAVE WARREN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER: _____

Richie S. Gales

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
97 APR 23 AM 10:13

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

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

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97293
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: April 21, 1997

REQUESTED PLACEMENT DATE: May 1, 1997

SUBJECT: Supplemental Budget

I. Recommendation / Action Requested:

Approve the Supplemental Budget making a series of technical corrections to the 1996-7 budget.

II. Background / Analysis:

This proposed supplemental budget makes a number of technical corrections to the budget. The only additional expenditures authorized by the proposed actions are payments of revenue collected by the County and passed through to Metro. All the other changes are proposed to implement accounting decisions made when the budget was adopted, or to comply with IRS regulations.

The proposal authorizes the following six sets of transactions.

1. Create a Library Bond Fund to account for the proceeds of the 1996 General Obligation Bond. IRS rules require that we not mingle the revenues from two bond measures in the same fund. The intent appears to be to assure that we do not hold the proceeds of a tax exempt bond sale and earn interest on the unspent balance. This action creates a separate, additional fund for the new bonds to comply with the regulation.
2. Transfer appropriations from the Capital Improvement Fund to the Capital Lease Purchase Fund to cover budgeted expenditures until COP's can be issued. Because of uncertainties surrounding Measure 47 Dave Boyer has recommended not to issue the COP's budgeted in the adopted budget. The interest rates we would pay at this point would be high, and we might receive a reduced bond rating. However, expenditures on the North Portland Clinic and the Yeon expansion, already authorized in the budget and intended to be covered by COP revenue, have been made and costs continue to be incurred. This action transfers \$600,000 of unspent CIP money for the balance of this fiscal year to cover those expenditures. When the COP's are issued next fiscal year, after the adoption of the 1997-98 budget, the money will be transferred back to the CIP fund.
3. Record additional 1995-6 and 1996-7 revenues in the Natural Areas Acquisition Fund and transfer them to the Capital Acquisition Fund. Until we authorize transfer of the entire balance of this fund, we will have to

continue to carry the fund on the books. Making this transfer this year will allow us to close the fund as anticipated when the 1996-97 budget was adopted. The additional amount to be transferred is \$277,000.

4. Record additional 1995-6 and 1996-7 revenue in the Recreation Fund and increase appropriations so that those revenues can be passed through to Metro in accordance with the intergovernmental agreement about parks support. This will allow us to give Metro the revenue it is entitled to and not overspend the Recreation Fund and cause a violation of local budget law. The total estimated additional payment will be \$137,500.
5. Record additional 1995-6 and 1996-7 revenue in the Convention Center Fund and increase appropriations so that those revenues can be passed through to Metro to support the Convention Center. Again, this is a case where the revenues exceeded budgetary authorization last year and are likely to do the same this year. To make the transfer we need to increase the funds. The total additional payment authorized is \$1,010,000 of which \$235,000 was left unpaid at the end of last fiscal year.
6. Record Beginning Working Capital in the Library Enterprise Fund and transfer it to the Library Fund, decreasing the Beginning Working Capital in the Library Fund. This will allow us to close out the fund as we had planned to do when the budget was adopted. The adopted budget assumed that the transfer would take place in 1995-96, but it would have required a supplemental budget last year to make the transfer. By the time we decided to close the fund, it was too late in the year to submit a supplemental budget and get it adopted before June 30.

III. Financial Impact:

None of these actions have any material financial impact. The most important of the proposals is compliance with IRS regulations. The other actions will be helpful to Metro or clean up accounting issues that will make the fund structure more sensible.

IV. Legal Issues:

None. The Board is required to use the supplemental budget process because the actions create funds, increase transfers between funds, and (in the case of the Convention Center Fund and the Recreation Fund) increase expenditures by more than 10% of the adopted budget appropriations.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Other than taking actions that will allow us to eliminate unnecessary funds, which is part of the policy on Fund Accounting Structure, no County policy seems to apply to these proposed transactions.

VII. Citizen Participation:

None has been solicited.

VIII. Other Government Participation:

N / A



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS	FINANCE DIVISION			
BEVERLY STEIN, CHAIR	DIRECTORS OFFICE	PORTLAND BUILDING	CENTRAL STORES	FORD BUILDING
TANYA COLLIER	ACCOUNTS PAYABLE	1120 SW FIFTH AVENUE, SUITE 1430	CONTRACTS	2502 S.E. 11TH 1ST FLOOR
GARY HANSEN	GENERAL LEDGER	P.O. BOX 14700	PURCHASING	PORTLAND, OR 97202
SHARRON KELLEY	PAYROLL	PORTLAND, OR 97214-0700		PHONE (503) 248-5111
DAN SALTZMAN	TREASURY	PHONE (503)248-3312		FAX (503)248-3252
	LAN ADMINISTRATION	FAX (503) 248-3292		

MEMORANDUM

TO: Dave Warren

FROM: Dave Boyer, Finance Director *DB*

DATE: April 18, 1997

SUBJECT: Supplemental Budget

LIBRARY BOND FUNDS:

When preparing the 1996/97 budget I combined the 1994 and 1996 Library capital project funds in Fund 236. For arbitrage reasons, the Internal Revenue Code requires us to track the revenues and expenditures for each bond issue separately. This supplemental budget item is neutral to the County's overall , budget.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Library Construction Fund (236)				
REVENUE:				
BWC	236-030-5710-0500	\$13,650,000		\$13,650,000
Interest on Investments	236-030-5710-5000	\$2,700,000	(\$1,800,000)	\$900,000
Bond Sales	236-030-5710-7710	<u>\$29,000,000</u>	<u>(\$29,000,000)</u>	<u>\$ 0</u>
		\$45,350,000	(\$30,800,000)	\$14,550,000
EXPENDITURES:				
Professional Services	236-030-5710-6110	\$2,756,527	(\$1,500,000)	\$1,256,527
Rentals	236-030-5710-6170	\$600,000	0	\$600,000
Building Management	236-030-5710-7400	\$156,490	0	\$156,490
Buildings	236-030-5710-8200	\$23,836,983	(\$12,000,000)	\$11,836,983
Contingency	236-030-9120-7700	\$2,500,000	(\$1,800,000)	\$700,000
Equipment	236-080-8460-8400	<u>\$15,500,000</u>	<u>(\$15,500,000)</u>	<u>\$ 0</u>
		\$45,350,000	\$30,800,000	\$14,550,000

Library Bond Fund 96 (237)

REVENUE:

Interest on Investments	237-030-5710-5000	\$1,800,000	\$1,800,000
Bond Sales	237-030-5710-7710	<u>\$29,000,000</u>	<u>\$29,000,000</u>
		\$30,800,000	\$30,800,000

EXPENDITURES:

Professional Services	237-030-5710-6110	\$1,500,000	\$1,500,000
Buildings	237-030-5710-8200	\$12,000,000	\$12,000,000
Contingency	237-030-9120-7700	\$1,800,000	\$700,000
Equipment	237-080-8460-8400	<u>\$15,500,000</u>	<u>\$15,500,000</u>
		\$30,800,000	\$30,800,000

CAPITAL LEASE PURCHASE AND CAPITAL IMPROVEMENT FUNDS :

The 1996/97 budget anticipated that we would sell COP's to finance the construction of the Yeon facility and North Portland Health Clinic. With the passage of Measure 47 Finance has recommended that we not sell any COP's until after the legislature has adopted implementing statutes and the 1997/98 budget has been adopted. However, certain purchases of property for the North Portland Clinic have already occurred and architectural design work has begun on the Yeon facility. The following budget action will prevent the Lease Purchase Project Fund from having a deficit fund balance at June 30, 1997. The 1997/98 budget will contain transactions to make the Capital Improvement Fund whole.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Capital Lease Purchase Fund(235)				
REVENUE:				
Beginning Working Capital	235-030-5710-0500	\$5,755,000		\$1,645,385
COP Proceeds	235-030-5710-7740	7,801,810	(600,000)	7,201,810
Cash Trsfr General Fund	235-030-5710-7601	350,000		350,000
Cash Trsfr Capital Improvement	235-030-5710-7623	<u>\$</u>	<u>\$ 600,000</u>	<u>\$ 600,000</u>
		\$13,906,810		\$13,906,810
EXPENDITURES:				
Professional Services	235-030-5710-6110	\$1,050,653		\$1,050,653
Building Management	235-030-5710-7400	23,473		23,473
Buildings	235-030-5710-8200	<u>\$ 12,832,684</u>		<u>\$ 12,832,684</u>
		\$13,906,810		\$13,906,810
Capital Improvement Fund (240)				
EXPENDITURES:				
Buildings	240-030-5710-8200	5,845,205	(600,000)	5,245,205
Cash Trsfr Capital Improvement	240-030-5710-7623		600,000	600,000
All other expenditures	240-030-5710-xxxx	<u>1,956,262</u>		<u>1,956,262</u>
		\$7,801,467		\$7,801,467

NATURAL AREAS ACQUISITION AND CAPITAL ACQUISITION FUNDS:

With the transfer of the parks to Metro, The Natural Areas Acquisition Fund (153) is being closed out to the Capital Acquisition Fund (245) in fiscal year 1996/97. The Beginning Working Capital was underestimated in the Natural Areas Acquisition Fund by \$275,000 and interest by about \$2,000. This supplemental budget item will

increase BWC, interest earnings and Cash Transfer from the Natural Areas Acquisition Fund to the Capital Acquisition Fund. The corresponding increase will be an increase in the Cash Transfer from the Natural Areas Acquisition Fund to the Capital Acquisition Fund and an increase to capital outlay.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Natural Acquisition Fund (153)				
REVENUE:				
Beginning Working Capital	153-030-5659-0500	\$1,370,385	\$275,000	\$1,645,385
Interest on Investments	153-030-5659-5000	\$ 8,515	\$ 2,000	\$ 10,515
		\$1,378,900	\$277,000	\$1,655,900
EXPENDITURES:				
Supplements	153-030-5659-6050	\$1,200,000		\$1,200,000
Pass-Thru	153-030-5659-6060	\$ 120,000		\$ 120,000
Cash Trsfr Capital Acquisition	153-030-5659-7645	\$ 58,900	\$277,000	\$ 335,900
		\$1,378,900	\$277,000	\$1,655,900
Capital Acquisition Fund (245)				
REVENUE:				
Cash Trsfr Natural Areas Acquisition	245-050-9130-7630	\$ 58,900	\$277,000	\$335,900
EXPENDITURES:				
Equipment	245-050-9130-8400	\$ 58,900	\$277,000	\$335,900

RECREATION FUND:

With the transfer of the parks to Metro, the Recreation Fund is used to pass-thru the RV license fees and county gas tax to Metro. When preparing the 1996/97 budget we did not think we did not include the BWC for this fund. This supplemental budget is recognizing the \$87,500 BWC that needs to be passed on to Metro.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Recreation Fund (155)				
REVENUE:				
Beginning Working Capital	155-030-5300-0500		\$87,500	\$ 87,500
County Marine Fuel	155-030-5300-1122	\$123,000	000	\$123,000
RV License Fee	155-030-5300-2368	\$233,000	50,000	\$283,000
General Fund	155-030-5300-7601	\$ 10,300	\$ 0	\$ 10,300
		\$366,300	\$137,500	\$503,800
EXPENDITURES:				
Pass-Thru	155-030-5300-6060	\$363,754	\$137,500	\$501,254
Indirect	155-030-5300-6060	\$ 2,546	\$ 0	\$ 2,546
		\$366,300	\$137,500	\$503,800

CONVENTION CENTER FUND:

The Convention Center Fund accounts for the Transient Lodging Tax that is passed thru to Metro, the Portland Center for Performing Arts, and Regional Arts and Culture Council. Based on mid year projections we anticipate

that the transient lodging tax collected will exceed the budgeted amount by about \$775,000. BWC was also underestimated by \$235,000. This supplemental budget is recognizing the funds that need to be passed on to other agencies.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Convention Center Fund (166)				
REVENUE:				
Beginning Working Capital	166-050-9170-0500	\$ 250,000	\$ 235,000	\$ 485,000
Transient Lodging	166-050-9170-1100	\$5,050,000	\$ 775,000	\$5,825,000
Interest on investments	166-050-9170-5000	\$ 28,000	\$ 0	\$ 28,000
Transient Lodging	166-050-9345-1100	<u>\$ 100,000</u>	<u>\$ 0</u>	<u>\$ 100,000</u>
		\$5,428,000	\$1,010,000	\$6,438,000
EXPENDITURES:				
Pass-Thru	166-035-9170-6060	\$5,328,000	\$1,010,000	\$6,338,000
Indirect	166-050-9345-6050	<u>\$ 100,000</u>	<u>\$ 0</u>	<u>\$ 100,000</u>
		\$5,428,000	\$1,010,000	\$6,438,000

LIBRARY ENTERPRISE AND LIBRARY SERIAL LEVY FUND:

The Library Enterprise Fund is being closed to the Library Serial Levy Fund in FY 1996/97. During the preparation of the budget we failed to budget the BWC and cash transfer from the Library Enterprise Fund to the Library Serial Levy Fund. This supplemental budget is recognizing the BWC and cash transfer to close this fund.

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>ORIGINAL AMOUNT</u>	<u>THIS ACTION</u>	<u>NEW AMOUNT</u>
Library Enterprise Fund (362)				
REVENUE:				
Beginning Working Capital	362-080-8000-0500		\$71,500	\$71,500
EXPENDITURES:				
Library Fund	362-080-8000-7610		\$71,500	\$71,500
Library Serial Levy Fund (162)				
REVENUE:				
Cash Trsfr Library Enterprise Fund	162-080-8110-7610		\$71,500	\$71,500
Total all other revenues		<u>\$24,273,243</u>	<u>\$(71,500)</u>	<u>\$24,201,243</u>
		\$24,273,243		\$24,273,243
EXPENDITURES:				
Total all other expenditures	162-080-9120-7700	<u>\$24,273,243</u>		<u>\$24,273,243</u>
		\$24,273,243		\$24,273,243

Any questions please contact me.

c. Barry Crook Harry Morton Jean Uzelac Shaun Coldwell
 Becky Cobb Vickie Gates Ching Hay

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

In the matter of accepting the Supplemental
1996-97 Budget and preparing the Approved
Supplemental Budget for submittal to the
Tax Supervising and Conservation Commission

)
)
)
)
RESOLUTION
97-86

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS 294 to consider approval of the Multnomah County Supplemental Budget for the fiscal year July 1, 1996 to June 30, 1997; and

WHEREAS, on May 1, 1996, the Board of County Commissioners, sitting as the Budget Committee, received the proposed supplemental budget document in compliance with ORS 294.480; and

WHEREAS, this supplemental budget is required to:

- Create a Library Bond Fund to account for the proceeds of the 1996 General Obligation Bond,
- Transfer appropriations from the Capital Improvement Fund to the Capital Lease Purchase Fund to cover budgeted expenditures until COP's can be issued.
- Record additional 1995-6 and 1996-7 revenue in the Natural Areas Acquisition Fund and transfer them to the Capital Acquisition Fund.
- Record additional 1995-6 and 1996-7 revenue in the Recreation Fund and increase appropriations so that those revenues can be passed through to Metro.
- Record additional 1995-6 and 1996-7 revenue in the Convention Center Fund and increase appropriations so that those revenues can be paid to Metro.
- Record Beginning Working Capital in the Library Enterprise Fund and transfer it to the Library Fund.

THEREFORE IT IS RESOLVED, that the 1996-97 Supplemental Budget is approved and the Budget & Quality Division shall forward the approved 1996-97 Supplemental Budget to the Tax Supervising and Conservation Commission.



REVIEWED

Sandra Duffy
Sandra Duffy, Acting County Counsel
of Multnomah County, Oregon

Adopted this 1st day of May, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

SUPPLEMENTAL BUDGET

SUPPLEMENTAL BUDGET

Supplemental Budget Message

SUPPLEMENTAL BUDGET MESSAGE

SUPPLEMENTAL BUDGET

Supplemental Budget Message

THE DOCUMENT

The document consists of three sections:

1. The budget message explaining the reasons for the changes proposed,
2. A section of detailed estimate sheets and descriptions for those actions resulting in changes in expenditures,
3. A financial summary showing the resources and requirements being changed by fund.

REASONS FOR CHANGES

A Supplemental Budget is the vehicle allowed by ORS 294. for the Board to deal with changes in financial conditions not determined at the time the budget was adopted. In cases where no fund's expenditures are increased by more than 10 percent of the adopted budget figure, the law allows the Board to make additional appropriations after advertising a hearing on the Supplemental Budget. However, the actions proposed in this document increase some funds more than 10 percent of the adopted budget, authorize cash transfers between special revenue funds, and create new funds. As a result, the process for the supplemental budget action is to:

1. convene as the budget committee and approve the supplemental budget,
2. submit the approved supplemental budget to Tax Supervising,
3. attend a Tax Supervising hearing on the supplemental budget,
4. adopt the supplemental budget after Tax Supervising has certified that it is legal.

This 1996-97 Supplemental Budget is proposed to:

- Create a Library Bond Fund to account for the proceeds of the 1996 General Obligation Bond.
 - Transfer appropriations from the Capital Improvement Fund to the Capital Lease Purchase Fund to cover budgeted expenditures until COP's can be issued.
 - Record additional 1995-6 and 1996-7 revenue in the Natural Areas Acquisition Fund and transfer them to the Capital Acquisition Fund.
 - Record additional 1995-6 and 1996-7 revenue in the Recreation Fund and increase appropriations so that those revenues can be passed through to Metro in accordance with the intergovernmental agreement about parks support.
 - Record additional 1995-6 and 1996-7 revenue in the Convention Center Fund and increase appropriations so that those revenues can be passed through to Metro to support the Convention Center.
 - Record Beginning Working Capital in the Library Enterprise Fund and transfer it to the Library Fund, decreasing the Beginning Working Capital in the Library Fund.
-

SUPPLEMENTAL BUDGET

Supplemental Budget Message

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SUPPLEMENTAL BUDGET

SUPPLEMENTAL BUDGET **Detailed Estimate Sheets**

SUPPLEMENTAL BUDGET

Library

Library Bond Funds

This action is required to comply with Internal Revenue Code requirements that we separate the revenues and expenditures of each bond fund.

The 1996-7 budget appropriated the proceeds of the Library Bond Fund passed by the voters in May 1996 into the same fund with the proceeds from the bond issue approved by the voters in May 1993.

This supplemental budget creates an additional Library Bond Fund and records the revenues and expenditures from the May 1996 bond in the new fund. It correspondingly reduces the appropriations and revenues from the Library Bond Fund for the 1993 bond.

No change in level of appropriation or object of expenditure is requested in this action.

SUPPLEMENTAL BUDGET

Library

Library Bond Funds

1993 Library Bond Fund	1996-7 Current Budget	This Action	1996-7 Revised
5100 Permanent			0
5500 Salary Related			0
Total External	0		0
5550 Insurance			0
Total Personal Services	0		0
6050 County Supplements	0		0
6060 Pass-through Payments	0		0
6110 Professional Svcs	2,756,527	(1,500,000)	1,256,527
6120 Printing	0		0
6130 Utilities	0		0
6140 Communications	0		0
6170 Rentals	600,000		600,000
6180 Repairs and Mtce	0		0
6190 Maintenance Contracts	0		0
6200 Postage	0		0
6230 Supplies	0		0
6270 Food	0		0
6310 Education and Training	0		0
6330 Local Travel and Mileage	0		0
6520 Insurance	0		0
6530 External Data Processing	0		0
7810 Principal	0		0
7820 Interest	0		0
Total External	3,356,527	(1,500,000)	1,856,527
7100 Indirect Costs	0		0
7150 Telephone	0		0
7200 Data Processing	0		0
7300 Motor Pool	0		0
7400 Building Management	156,490		156,490
7500 Other Internal	0		0
7550 Capital Lease Retirement	0		0
7560 Distribution / Postage	0		0
Total Internal	156,490		156,490
Total Materials and Services	3,513,017	(1,500,000)	2,013,017
8100 Land	0		0
8200 Buildings	23,836,983	(12,000,000)	11,836,983
8300 Other Improvements	0		0
8400 Equipment	15,500,000	(15,500,000)	0
Total Capital	39,336,983	(27,500,000)	11,836,983
Direct Budget	42,693,510	(29,000,000)	13,693,510
Total Budget	42,850,000	(29,000,000)	13,850,000

SUPPLEMENTAL BUDGET

Library

Library Bond Funds

1996 Library Bond Fund	1996-7 Current Budget	This Action	1996-7 Revised
5100 Permanent	0	0	0
5200 Temporary	0	0	0
5300 Overtime	0	0	0
5400 Premium	0	0	0
5500 Salary Related	0	0	0
Total External	0	0	0
5550 Insurance	0	0	0
Total Personal Services	0	0	0
6050 County Supplements	0	0	0
6060 Pass-through Payments	0	0	0
6110 Professional Svcs	0	1,500,000	1,500,000
6120 Printing	0	0	0
6130 Utilities	0	0	0
6140 Communications	0	0	0
6170 Rentals	0	0	0
6180 Repairs and Mtce	0	0	0
6190 Maintenance Contracts	0	0	0
6200 Postage	0	0	0
6230 Supplies	0	0	0
6270 Food	0	0	0
6310 Education and Training	0	0	0
6330 Local Travel and Mileage	0	0	0
6520 Insurance	0	0	0
6530 External Data Processing	0	0	0
7810 Principal	0	0	0
7820 Interest	0	0	0
Total External	0	1,500,000	1,500,000
7100 Indirect Costs	0	0	0
7150 Telephone	0	0	0
7200 Data Processing	0	0	0
7300 Motor Pool	0	0	0
7400 Building Management	0	0	0
7500 Other Internal	0	0	0
7550 Capital Lease Retirement	0	0	0
7560 Distribution / Postage	0	0	0
Total Internal	0	0	0
Total Materials and Services	0	1,500,000	1,500,000
8100 Land	0	0	0
8200 Buildings	0	12,000,000	12,000,000
8300 Other Improvements	0	0	0
8400 Equipment	0	15,500,000	15,500,000
Total Capital	0	27,500,000	27,500,000
Direct Budget	0	29,000,000	29,000,000
Total Budget	0	29,000,000	29,000,000

SUPPLEMENTAL BUDGET

Facilities Management

**CIP Fund
Capital Lease Purchase Fund**

Projects authorized in the 1996-7 budget, including continuation of the North Portland Health Clinic and the additions to the Yeon Facility, have incurred expenditures during the year. These projects were to be funded by selling Certificates of Participation. However, after the passage of Measure 47 it became clear that any Certificates of Participation issued would have high interest rates. The Finance Manager has recommended that the County not proceed with any Certificates of Participation until the 1997 Legislature has completed implementing statutes for Measure 47 and the County has adopted the 1997-98 budget. As required by U. S. Treasury regulations, a Declaration of Intent to Reimburse expenditures has been executed.

While this is sensible policy, it leaves the Capital Lease Purchase Fund with expenditures that cannot be covered by the revenues in the fund until the COP's are issued. In the interim, the Finance Officer recommends transferring \$600,000 from the Capital Improvement Fund to balance the expenditures during 1996-97 and transferring \$600,000 back to the Capital Improvement Fund in 1997-98.

This action affects the expenditures only in the CIP Fund as the expenditures in the Capital Lease Purchase Fund were already budgeted. The Financial Summary shows the cash transfer from the CIP Fund to the Capital Lease Purchase Fund, and the reduced estimated revenue from the sale of COP's in that fund.

SUPPLEMENTAL BUDGET

Facilities Management

CIP Fund Capital Lease Purchase Fund

Capital Improvement Fund	1996-7 Current Budget	This Action	1996-7 Revised
5100 Permanent	0	0	0
5500 Salary Related	0	0	0
Total External	0	0	0
5550 Insurance	0	0	0
Total Personal Services	0	0	0
6050 County Supplements	0	0	0
6060 Pass-through Payments	0	0	0
6110 Professional Svcs	809,315	0	809,315
6120 Printing	0	0	0
6130 Utilities	0	0	0
6140 Communications	0	0	0
6170 Rentals	0	0	0
6180 Repairs and Mtce	25,000	0	25,000
6190 Maintenance Contracts	0	0	0
6200 Postage	0	0	0
6230 Supplies	50,000	0	50,000
6270 Food	0	0	0
6310 Education and Training	2,148	0	2,148
6330 Local Travel and Mileage	0	0	0
6520 Insurance	0	0	0
6530 External Data Processing	50,000	0	50,000
6550 Drugs	0	0	0
7810 Principal	0	0	0
7820 Interest	0	0	0
Total External	936,463	0	936,463
7100 Indirect Costs	0	0	0
7150 Telephone	0	0	0
7200 Data Processing	0	0	0
7300 Motor Pool	0	0	0
7400 Building Management	821,326	0	821,326
7500 Other Internal	0	0	0
7550 Capital Lease Retirement	0	0	0
7560 Distribution / Postage	0	0	0
Total Internal	821,326	0	821,326
Total Materials and Services	1,757,789	0	1,757,789
8100 Land	0	0	0
8200 Buildings	5,868,678	(600,000)	5,268,678
8300 Other Improvements	0	0	0
8400 Equipment	175,000	0	175,000
Total Capital	6,043,678	(600,000)	5,443,678
Direct Budget	6,980,141	(600,000)	6,380,141
Total Budget	7,801,467	(600,000)	7,201,467

SUPPLEMENTAL BUDGET

Environmental Svcs. Nondepartmental	Natural Areas Acquisition Fund Capital Acquisition Fund
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With the transfer of the former County parks to Metro in 1996, the Natural Areas Acquisition Fund is no longer needed. The 1996-7 budget authorizes payments to Metro of an amount agreed upon at the time of the transfer. In addition, the Board authorized payment as a partial payment for open space acquisition in southeast Portland from this fund. The remaining resources of the Fund are transferred, in the adopted budget, to the new Capital Acquisition Fund. The Capital Acquisition Fund will be used to purchase equipment that might otherwise have to be obtained through lease-purchase arrangements.

Not included in the 1996-7 estimated resources of the Natural Areas Acquisition Fund was \$275,000 of Beginning Working Capital and the estimated interest earnings on that amount. Therefore, the cash transfer to the Capital Acquisition Fund was underestimated.

This supplemental budget action increases the authorized cash transfer from the Natural Areas Acquisition Fund to the Capital Acquisition Fund. It increases appropriations for Equipment in the Capital Acquisition Fund. At this time, no specific proposal has been made to spend the Equipment appropriation in the Capital Acquisition Fund.

The Financial Summary shows the cash transfer from the Natural Areas Acquisition Fund to the Capital Acquisition Fund. No expenditure changes are requested in the Natural Areas Acquisition Fund.

SUPPLEMENTAL BUDGET

Environmental Services

Recreation Fund

The Recreation Fund is used to account for revenues received by the County from the State for parks support. These revenues are then paid to Metro as part of the agreement transferring parks in 1996.

In 1995-96 we received more State Recreational Vehicle License fees than estimated and this resulted in an unanticipated Beginning Working Capital in the 1996-97 Recreation Fund. In order to pay the balance over to Metro, this supplemental budget action increasing estimated resources and authorizing additional expenditures is required.

We are also taking the opportunity to increase the estimated Recreational Vehicle License Fee revenue estimate for 1996-97 so that any additional receipts can be transferred to Metro as well.

SUPPLEMENTAL BUDGET

Environmental Services

Recreation Fund

Recreation Fund	1996-7 Current Budget	This Action	1996-7 Revised
5100 Permanent	0	0	0
5500 Salary Related	0	0	0
Total External	0	0	0
5550 Insurance	0	0	0
Total Personal Services	0	0	0
6050 County Supplements	0	0	0
6060 Pass-through Payments	363,754	137,500	501,254
6110 Professional Svcs	0	0	0
6120 Printing	0	0	0
6130 Utilities	0	0	0
6140 Communications	0	0	0
6170 Rentals	0	0	0
6180 Repairs and Mtce	0	0	0
6190 Maintenance Contracts	0	0	0
6200 Postage	0	0	0
6230 Supplies	0	0	0
6270 Food	0	0	0
6310 Education and Training	0	0	0
6330 Local Travel and Mileage	0	0	0
6520 Insurance	0	0	0
6530 External Data Processing	0	0	0
6550 Drugs	0	0	0
Total External	363,754	137,500	501,254
7100 Indirect Costs	2,546	0	2,546
7150 Telephone	0	0	0
7200 Data Processing	0	0	0
7300 Motor Pool	0	0	0
7400 Building Management	0	0	0
7500 Other Internal	0	0	0
7550 Capital Lease Retirement	0	0	0
7560 Distribution / Postage	0	0	0
Total Internal	2,546	0	2,546
Total Materials and Services	366,300	137,500	503,800
8100 Land	0	0	0
8200 Buildings	0	0	0
8300 Other Improvements	0	0	0
8400 Equipment	0	0	0
Total Capital	0	0	0
Direct Budget	363,754	137,500	501,254
Total Budget	366,300	137,500	503,800

SUPPLEMENTAL BUDGET

Nondepartmental

Convention Center Fund

The Convention Center fund accounts for the Transient Lodging Tax that is passed through to Metro as a subsidy to the Convention Center and the Portland Center for the Performing Arts, and to the Regional Arts and Culture Council. The tax receipts in 1995-6 exceeded estimates by \$235,000 leaving an unbudgeted Beginning Working Capital in 1996-7. In addition, the mid-year revenues for 1996-7 indicate that the estimate for this year should be increased as well so that all receipts can be transferred during the year.

This supplemental budget action increases total estimated revenue in the Convention Center Fund by \$1,010,000 and increased the pass through appropriation.

SUPPLEMENTAL BUDGET

Nondepartmental

Convention Center Fund

Convention Center Fund	1996-7 Current Budget	This Action	1996-7 Revised
5100 Permanent	0	0	0
5500 Salary Related	0	0	0
Total External	0	0	0
5550 Insurance	0	0	0
Total Personal Services	0	0	0
6050 County Supplements	100,000	0	100,000
6060 Pass-through Payments	5,328,000	1,010,000	6,338,000
6110 Professional Svcs	0	0	0
6120 Printing	0	0	0
6130 Utilities	0	0	0
6140 Communications	0	0	0
6170 Rentals	0	0	0
6180 Repairs and Mtce	0	0	0
6190 Maintenance Contracts	0	0	0
6200 Postage	0	0	0
6230 Supplies	0	0	0
6270 Food	0	0	0
6310 Education and Training	0	0	0
6330 Local Travel and Mileage	0	0	0
6520 Insurance	0	0	0
6530 External Data Processing	0	0	0
6550 Drugs	0	0	0
7810 Principal	0	0	0
7820 Interest	0	0	0
Total External	5,428,000	1,010,000	6,438,000
7100 Indirect Costs	0	0	0
7150 Telephone	0	0	0
7200 Data Processing	0	0	0
7300 Motor Pool	0	0	0
7400 Building Management	0	0	0
7500 Other Internal	0	0	0
7550 Capital Lease Retirement	0	0	0
7560 Distribution / Postage	0	0	0
Total Internal	0	0	0
Total Materials and Services	5,428,000	1,010,000	6,438,000
8100 Land	0	0	0
8200 Buildings	0	0	0
8300 Other Improvements	0	0	0
8400 Equipment	0	0	0
Total Capital	0	0	0
Direct Budget	5,428,000	1,010,000	6,438,000
Total Budget	5,428,000	1,010,000	6,438,000

SUPPLEMENTAL BUDGET

Library

**Library Enterprise Fund
Library Serial Levy Fund**

The 1996-7 budget assumed that the Library Enterprise Fund would cease to be used and that the entrepreneurial activities previously accounted for there will be continued in the Library Serial Levy Fund. However, the unspent balance in the Library Enterprise Fund was not transferred to the Library Serial Levy Fund. The Library Serial Levy Fund showed that balance as part of its estimated Beginning Working Capital.

This supplemental budget action budgets the Library Enterprise Fund for 1996-97. It records the Beginning Working Capital of \$71,500. It authorizes transfer of that amount to the Library Serial Levy Fund.

The Library Serial Levy Fund's Beginning Working Capital is decreased by \$71,500 and a transfer of \$71,500 from the Library Enterprise Fund is added to the estimated resources.

None of these transactions affect expenditures and all are shown in the Financial Summary.

SUPPLEMENTAL BUDGET

Financial Summary

FINANCIAL SUMMARY

SUPPLEMENTAL BUDGET

Financial Summary

Natural Areas Acquisition Fund (153)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	1,370,385	275,000	1,645,385
Interest on Investments	5000	8,515	2,000	10,515
<u>Total Resources</u>		<u>1,378,900</u>	<u>277,000</u>	<u>1,655,900</u>
<u>Requirements</u>				
Environmental Services				
Materials & Services		1,320,000	0	1,320,000
<u>Total Expenditures</u>		<u>1,320,000</u>	<u>0</u>	<u>1,320,000</u>
Cash Transfer to Capital Acquisition Fund		58,900	277,000	335,900
<u>Total Requirements</u>		<u>1,378,900</u>	<u>277,000</u>	<u>1,655,900</u>

Recreation Fund (155)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	0	87,500	87,500
County Marine Fuel	1122	123,000	0	123,000
RV License Fee	2368	233,000	50,000	283,000
General Fund Cash Transfer	7601	10,300	0	10,300
<u>Total Resources</u>		<u>366,300</u>	<u>137,500</u>	<u>503,800</u>
<u>Requirements</u>				
Environmental Services				
Materials and Services		366,300	137,500	503,800
<u>Total Requirements</u>		<u>366,300</u>	<u>137,500</u>	<u>503,800</u>

SUPPLEMENTAL BUDGET

Financial Summary

Library Serial Levy Fund (162)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	700,465	(71,500)	628,965
Cash Transfer from Library Enterprise Fund	7610	0	71,500	71,500
All other resources		23,572,778	0	23,572,778
<u>Total Resources</u>		<u>24,273,243</u>	<u>0</u>	<u>24,273,243</u>

Requirements

Total Expenditures		24,071,287	0	24,071,287
Contingency		201,956	0	201,956
<u>Total Requirements</u>		<u>24,273,243</u>	<u>0</u>	<u>24,273,243</u>

Convention Center Fund (166)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	250,000	235,000	485,000
Transient Lodging Tax	1100	5,150,000	775,000	5,925,000
Interest	5000	28,000	0	28,000
<u>Total Resources</u>		<u>5,428,000</u>	<u>1,010,000</u>	<u>6,438,000</u>

Requirements

Nondepartmental

Materials and Services		5,428,000	1,010,000	6,438,000
<u>Total Requirements</u>		<u>5,428,000</u>	<u>1,010,000</u>	<u>6,438,000</u>

Capital Lease Project Fund (235)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	5,755,000	0	5,755,000
COP Proceeds	7740	7,801,810	(500,000)	7,301,810
Cash Transfer General Fund	7601	350,000		350,000
Cash Transfer from CIP Fund	7623	0	500,000	500,000
<u>Total Resources</u>		<u>13,906,810</u>	<u>0</u>	<u>13,906,810</u>

SUPPLEMENTAL BUDGET

Financial Summary

Capital Lease Project Fund (235)

	1996-7 Current Budget	This Action	Revised Budget
<u>Requirements</u>			
Nondepartmental			
<u>Total Expenditures</u>	13,906,810	0	13,906,810
<u>Total Requirements</u>	13,906,810	0	13,906,810

Library Construction Fund 1993 (236)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	13,650,000	0	13,650,000
Interest on Investments	5000	2,700,000	(1,800,000)	900,000
Bond Sales	7710	<u>29,000,000</u>	<u>(29,000,000)</u>	<u>0</u>
<u>Total Resources</u>		45,350,000	(30,800,000)	14,550,000
<u>Requirements</u>				
Environmental Services				
Personal Services		0	0	0
Materials & Services		3,513,017	(1,500,000)	2,013,017
Capital Outlay		23,836,983	(12,000,000)	<u>11,836,983</u>
<u>Total Environmental</u>		27,350,000	(13,500,000)	13,850,000
Library				
Personal Services		0	0	0
Materials & Services		0	0	0
Capital Outlay		15,500,000	(15,500,000)	<u>0</u>
<u>Total Library</u>		15,500,000	(15,500,000)	0
Contingency		2,500,000	(1,800,000)	700,000
<u>Total Requirements</u>		45,350,000	(30,800,000)	14,550,000

SUPPLEMENTAL BUDGET

Financial Summary

Library Construction Fund 1996 (237)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Interest on Investments	5000	0	1,800,000	1,800,000
Bond Sales	7710	0	<u>29,000,000</u>	<u>29,000,000</u>
<u>Total Resources</u>		0	30,800,000	<u>30,800,000</u>
<u>Requirements</u>				
Environmental Services				
Personal Services		0	0	0
Materials & Services		0	1,500,000	1,500,000
Capital Outlay		0	12,000,000	<u>12,000,000</u>
<u>Total Environmental</u>		0	13,500,000	<u>13,500,000</u>
Library				
Personal Services		0	0	0
Materials & Services		0	0	0
Capital Outlay		0	15,500,000	<u>15,500,000</u>
<u>Total Library</u>		0	15,500,000	<u>15,500,000</u>
Contingency		0	1,800,000	1,800,000
<u>Total Requirements</u>		0	30,800,000	<u>30,800,000</u>

Capital Improvement Fund (240)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
<u>Total Resources</u>		7,801,467	0	7,801,467
<u>Requirements</u>				
Environmental Services				
Materials and Services		1,757,789	0	1,757,789
Capital Outlay		6,043,676	(500,000)	5,543,676
<u>Total Expenditures</u>		7,801,465	(500,000)	<u>7,301,465</u>
Cash Transfer to CLPF		0	500,000	500,000
<u>Total Requirements</u>		7,801,465	0	<u>7,801,465</u>

SUPPLEMENTAL BUDGET

Financial Summary

Capital Acquisition Fund (245)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Cash Transfer from Natural Areas Fund	0500	58,900	277,000	335,900
<u>Total Resources</u>		58,900	277,000	335,900

Requirements

Nondepartmental

Materials and Services		0	0	0
Capital Outlay		58,900	277,000	335,900
<u>Total Requirements</u>		58,900	277,000	335,900

Library Enterprise Fund (362)

	Revenue Code	1996-7 Current Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	0500	0	71,500	71,500
<u>Total Resources</u>		0	71,500	71,500

Requirements

Cash Transfer to Library Levy		0	71,500	71,500
<u>Total Requirements</u>		0	71,500	71,500