

ANNOTATED MINUTES

*Tuesday, May 12, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

- B-1 *Presentation by Staff of the Association of Oregon and California Counties Regarding Their Proposal to Congress to Replace "Income Foregone". Presented by Fred Neal and Dave Barrows.*

**FRED NEAL AND DAVE BARROWS PRESENTATION AND
RESPONSE TO BOARD QUESTIONS. MR. NEAL TO SUBMIT
RESOLUTION SUPPORTING PROPOSAL FOR BOARD
CONSIDERATION ON THURSDAY, MAY 21, 1992.**

*Tuesday, May 12, 1992 - 10:00 AM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

- B-2 *Review of Agenda for Regular Meeting of May 14, 1992.*

- R-3 **BOARD DISCUSSION ON POLICY ISSUE REGARDING
REQUEST FOR REPURCHASE OF TAX FORECLOSED
PROPERTY.**
- R-8 **COMMISSIONER HANSEN STAFF ADVISED A SIMILAR
ORDINANCE CONCERNING AUTO WRECKER LICENSES
WILL BE SUBMITTED FOR BOARD CONSIDERATION NEXT
WEEK.**
- R-13 **BOARD DISCUSSION REGARDING NAME CHANGE.
COMMISSIONER KELLEY TO PROVIDE FURTHER
INFORMATION THURSDAY.**
- R-16 **COMMISSIONER HANSEN REQUESTED ADDITIONAL
INFORMATION FROM DES STAFF. COMMISSIONERS
BAUMAN AND ANDERSON SUGGESTED THAT THE
RESOLUTION SPECIFY HOW MANY OF THE 128 BEDS ARE
TO BE USED FOR DETENTION, CONTRACT AND
TREATMENT PROGRAMS.**
- R-19 **STAFF ADVISED A CORRECTED BUDGET MODIFICATION
WILL BE SUBMITTED THURSDAY.**
-

*Thursday, May 14, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:32 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER BAUMAN, THE CONSENT CALENDAR (ITEM C-1 THROUGH C-8) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between the Housing Authority of Portland and Multnomah County, Extending the Grant Term for Community Service Officers from July 1, 1991 to December 31, 1991, Extending the Grant Term for the Sergeant and Deputy Sheriffs from July 1, 1991 to June 30, 1992 and Providing that Deputies Make Regular Patrols to Carlton Court Development*

DEPARTMENT OF SOCIAL SERVICES

- C-2 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Gresham School District and Multnomah County Social Services Division, Youth Program Office, Reflecting Changes to the Payment/Reporting Requirement for the Period July 1, 1991 to June 30, 1992*
- C-3 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between the Multnomah Education Service District and Multnomah County, Youth Program Office, Reflecting Changes to the Payment/Reporting Requirement for the Period July 1, 1991 to June 30, 1992*
- C-4 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Portland Public Schools and Multnomah County Social Services Division, Office of Child and Adolescent Mental Health, Eliminating Tualatin Valley Mental Health Day Treatment Services and Providing a Means for the Partners Project Program to Pay for Services to Certain Clients, for the Period July 1, 1991 to June 30, 1992*
- C-5 *Ratification of Amendment No. 3 to the Intergovernmental Agreement Between Oregon Health Sciences University and Multnomah County Social Services Division, Office of Child and Adolescent Mental Health, Providing Additional Title XIX Funds for Early Prevention Screening Diagnosis and Treatment Services for the Period March 1, 1992 to June 30, 1992*
- C-6 *Ratification of Amendment No. 6 to the Intergovernmental Agreement Between Multnomah County Social Services Division, Developmental Disabilities Program Office and Oregon Health Sciences University, Child Development and Rehabilitation Center, Providing Additional Early Intervention Funding for the Period March 1, 1992 to June 30, 1992*

DEPARTMENT OF HEALTH

- C-7 *Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Multnomah County and State Health Division, Public Health Laboratory, Allowing the State to Bill Multnomah County for Certain Prenatal Screening Tests Provided to REEP and MCPCO Clients, for the Period July 1, 1991 to June 30, 1992*
- C-8 *Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University Providing Medical Consultation Services within the County's Tuberculosis Clinic for the Period July 1, 1992 to June 30, 1993*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *In the Matter of Confirmation of the Appointment of Tamara Holden as Director of the Multnomah County Department of Community Corrections*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, R-1 WAS UNANIMOUSLY APPROVED. TAMARA HOLDEN COMMENTS IN APPRECIATION.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-24 *PROCLAMATION for the Purpose of Recognizing NATIONAL PUBLIC WORKS WEEK, May 17-23, 1992*

VIRGINIA WEBSTER PRESENTATION. JOHN WILDHABER READ PROCLAMATION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER ANDERSON, PROCLAMATION 92-80 WAS UNANIMOUSLY APPROVED.

- R-2 *Request for RECONSIDERATION in the Matter of Amending ORDER 92-50 (Findings of Fact and Conclusion Pursuant to Land Use Planning Case Nos. CS 3-92 and HV 2-92).*

NO PUBLIC TESTIMONY RECEIVED. LAURENCE KRESSEL EXPLANATION. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, ORDER 92-81 AMENDING PAGE 19 OF ORDER 92-50 TO READ: "THE COUNTY CODE IS SUBSTANTIALLY DIFFERENT FROM THE CLACKAMAS COUNTY CODE WHICH DOES NOT SPECIFICALLY AUTHORIZE CONSIDERATION OF THE LOCATION OF PHYSICAL IMPROVEMENTS" WAS UNANIMOUSLY APPROVED.

- R-3 *ORDER in the Matter of the Execution of Deed D92703A for Certain Tax Acquired Property to CAREY M. SHELDON*

R-4 *ORDER in the Matter of the Execution of Deed D92703B for Certain Tax Acquired Property to CAREY M. SHELDON*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT ITEMS R-3 AND R-4 BE TABLED INDEFINITELY.

R-5 *ORDER in the Matter of Cancellation of Land Sale Contract 15447 Between Multnomah County, Oregon and VERNON JONES Upon Default of Payments and Performance of Covenants*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 92-82 WAS UNANIMOUSLY APPROVED.

R-6 *ORDER and REAL ESTATE PURCHASE AGREEMENT in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Sections 26 and 35, Township 1 North, Range 3 East, W.M., Troutdale, Multnomah County, Oregon*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER HANSEN, ORDER 92-83 WAS UNANIMOUSLY APPROVED.

R-7 *ORDER in the Matter of the Grant of a REAL ESTATE OPTION for the Acquisition of Permanent Sign and Slope Easements on County Land at the Exposition Center Parcel, George W. Force DLC, T2N, R1E, WM, Multnomah County, Oregon*

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, ORDER 92-84 WAS UNANIMOUSLY APPROVED.

R-8 *First Reading of an ORDINANCE Amending Multnomah County Code 5.10.020(B) and (C) Requiring the Multnomah County Sheriff's Office to Check with the County Department of Assessment and Taxation to Determine Whether an Applicant for an OLCC License has Delinquent Personal or Real Property Taxes Due and Owing and to Recommend Denial of the Application for Such Delinquency*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE FIRST READING. NO ONE WISHED TO TESTIFY. MR. KRESSEL RESPONSE TO BOARD QUESTIONS. SHERIFF'S OFFICE STAFF REQUESTED TO ATTEND SECOND READING TO RESPOND TO BOARD QUESTIONS REGARDING OLCC LICENSE APPLICATION PROCESS. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, MAY 21, 1992.

R-9 *Request for Approval in the Matter of a NOTICE OF INTENT to Apply for an an Environmental Protection Agency Ancient Forest Education Project Grant*

COMMISSIONER KELLEY MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-9. BOARD COMMENTS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-10 *Ratification of an Intergovernmental Agreement Between the Housing Authority of Portland and Multnomah County Providing Community Policing Services at Housing Authority Properties for the Period January 1, 1992 to June 30, 1993*
- R-11 *Budget Modification MCSO #21 Requesting Authorization to Reduce the Amount Budgeted from the Housing Authority for Community Policing Services at Columbia Villa in the Amount of \$22,684, within the Enforcement Division Budget*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, ITEMS R-10 AND R-11 WERE UNANIMOUSLY APPROVED.

COMMUNITY CORRECTIONS

- R-12 *Budget Modification DCC #10 Requesting an Increase to the City of Portland Community Projects Leader Contracts Revenue by \$3,442, within the Special Programs and Services Division Budget*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-12 WAS UNANIMOUSLY APPROVED.

- R-14 *RESOLUTION in the Matter of Establishing a Local Government Postal Rate for the Distribution of Mandated Services in an Effort to Benefit the Taxpayers of the United States at the Local Level*

COMMISSIONER KELLEY MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-14. MR. KRESSEL EXPLANATION IN RESPONSE TO QUESTIONS OF COMMISSIONER HANSEN. RESOLUTION 92-85 UNANIMOUSLY APPROVED.

- R-15 *RESOLUTION in the Matter of Repealing the Portion of the Omnibus Budget Reconciliation Act of 1990 which Requires that FICA be Withheld from the Pay of Election Officials or Election Workers*

COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. RESOLUTION 92-86 APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN, KELLEY AND McCOY VOTING AYE, AND COMMISSIONER HANSEN VOTING NO.

NON-DEPARTMENTAL

R-16

RESOLUTION in the Matter of the Approving of the Issuance and Negotiated Sale of Approximately \$36,000,000 Certificates of Participation (COP) for Juvenile Justice Complex, Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer

COMMISSIONER ANDERSON MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-16. BOB NILSEN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION. HAL OGBURN AND MR. KRESSEL RESPONSE TO BOARD QUESTIONS. COMMISSIONER BAUMAN MOVED AND COMMISSIONER ANDERSON SECONDED, AN AMENDED RESOLUTION TO INCLUDE THE NUMBER OF CLACKAMAS COUNTY AND WASHINGTON COUNTY DETENTION SPACE, AITP TREATMENT BEDS, SHELTER BEDS AND PRE-ADJUDICATION DETENTION BEDS FOR THE INITIAL FACILITY. MR. OGBURN RESPONSE TO BOARD QUESTIONS. AMENDMENT APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. RESOLUTION 92-87 IN THE MATTER OF AUTHORIZING AND APPROVING OF THE ISSUANCE AND NEGOTIATED SALE OF THE SERIES 1992A CERTIFICATES OF PARTICIPATION, APPROVING AND AUTHORIZING THE CERTIFICATE PURCHASE AGREEMENT, THE LEASE-PURCHASE AND ESCROW AGREEMENT, AND THE PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT, DESIGNATING THE AUTHORIZED OFFICER, AND AUTHORIZING THE FILING OF VALIDATION PETITION, APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO.

R-17

RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of Certificates of Participation Issued to Finance the Juvenile Justice Complex Facilities

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, RESOLUTION 92-88 APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO.

R-18

First Reading of an ORDINANCE Amending the Multnomah County Audit Committee Ordinance by Changing the Membership of the Multnomah County Audit Committee and Deleting References to the Department of General Services

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER ANDERSON MOVED AND

COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, MAY 21, 1992.

- R-13 *Request for PUBLIC TESTIMONY in the Matter of Ordinance No. 720 Approving an Intergovernmental Agreement with the City of Portland for the Establishment and Operation of New Metropolitan Human Rights Commission and Declaring an Emergency*

VICE-CHAIR KELLEY EXPLANATION. CAROLYN MARKS BAX EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO PUBLIC TESTIMONY RECEIVED. MR. KRESSEL RESPONSE TO BOARD DISCUSSION CONCERNING NAME CHANGE. NO MAJORITY CONSENSUS TO CHANGE METROPOLITAN HUMAN RIGHTS COMMISSION BACK TO METROPOLITAN HUMAN RELATIONS COMMISSION.

- R-19 *Budget Modification NOND #30 Authorizing Increased Revenue in the Amount of \$63,476.29 from a Federal Emergency Management Agency Grant Awarded to Multnomah County*

HANK MIGGINS SUBMITTAL OF CORRECTED BUDGET MODIFICATION AND EXPLANATION. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, CORRECTED BUDGET MODIFICATION NOND #30 AUTHORIZING INCREASED REVENUE IN THE AMOUNT OF \$3,176.79 FROM A FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT AWARDED TO MULTNOMAH COUNTY, WAS UNANIMOUSLY APPROVED.

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of CENTRAL COUNTY SERVICE DISTRICT NO. 3

- R-20 *ORDER in the Matter of Designating a Registered Office and Registered Agent for Central County Service District No. 3*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, ORDER 92-89 WAS UNANIMOUSLY APPROVED.

(Recess as the Governing Body of CENTRAL COUNTY SERVICE DISTRICT NO. 3 and convene as DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1)

- R-21 *ORDER in the Matter of Designating a Registered Office and Registered Agent for Dunthorpe Riverdale Service District No. 1*

UPON MOTION OF COMMISSIONER ANDERSON,

**SECONDED BY COMMISSIONER KELLEY, ORDER 92-90
WAS UNANIMOUSLY APPROVED.**

(Recess as the Governing Body of DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1 and convene as MID COUNTY SERVICE DISTRICT NO. 14)

R-22 *ORDER in the Matter of Designating a Registered Office and Registered Agent for Mid County Service District No. 14*

**UPON MOTION OF COMMISSIONER ANDERSON,
SECONDED BY COMMISSIONER KELLEY, ORDER 92-91
WAS UNANIMOUSLY APPROVED.**

(Recess as the Governing Body of MID COUNTY SERVICE DISTRICT NO. 14 and convene as WEST HILLS SERVICE DISTRICT NO. 2)

R-23 *ORDER in the Matter of Designating a Registered Office and Registered Agent for West Hills Service District No. 2*

**UPON MOTION OF COMMISSIONER ANDERSON,
SECONDED BY COMMISSIONER KELLEY, ORDER 92-92
WAS UNANIMOUSLY APPROVED.**

(Recess as the Governing Body of WEST HILLS SERVICE DISTRICT NO. 2 and reconvene as the Board of County Commissioners)

There being no further business, the meeting was adjourned at 10:40 a.m.

**OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON**


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 606, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	CHAIR •	248-3308
PAULINE ANDERSON •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
RICK BAUMAN •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •		248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MAY 11 - 15, 1992

Tuesday, May 12, 1992 - 9:30 AM - Board Briefing.Page 2
Tuesday, May 12, 1992 - 10:00 AM - Agenda Review.Page 2
Thursday, May 14, 1992 - 9:30 AM - Regular Meeting.Page 2

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, May 12, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Presentation by Staff of the Association of Oregon and California Counties Regarding Their Proposal to Congress to Replace "Income Foregone". Presented by Fred Neal, Ray Doerner and Dave Barrows. 20 MINUTES REQUESTED.
-

Tuesday, May 12, 1992 - 10:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of May 14, 1992.
-

Thursday, May 14, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of Amendment No. 1 to the Intergovernmental Agreement Between the Housing Authority of Portland and Multnomah County, Extending the Grant Term for Community Service Officers from July 1, 1991 to December 31, 1991, Extending the Grant Term for the Sergeant and Deputy Sheriffs from July 1, 1991 to June 30, 1992 and Providing that Deputies Make Regular Patrols to Carlton Court Development

DEPARTMENT OF SOCIAL SERVICES

- C-2 Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Gresham School District and Multnomah County Social Services Division, Youth Program Office, Reflecting Changes to the Payment/Reporting Requirement for the Period July 1, 1991 to June 30, 1992
- C-3 Ratification of Amendment No. 1 to the Intergovernmental Agreement Between the Multnomah Education Service District and Multnomah County, Youth Program Office, Reflecting Changes to the Payment/Reporting Requirement for the Period July 1, 1991 to June 30, 1992

- C-4 Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Portland Public Schools and Multnomah County Social Services Division, Office of Child and Adolescent Mental Health, Eliminating Tualatin Valley Mental Health Day Treatment Services and Providing a Means for the Partners Project Program to Pay for Services to Certain Clients, for the Period July 1, 1991 to June 30, 1992
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- C-6 Ratification of Amendment No. 6 to the Intergovernmental Agreement Between Multnomah County Social Services Division, Developmental Disabilities Program Office and Oregon Health Sciences University, Child Development and Rehabilitation Center, Providing Additional Early Intervention Funding for the Period March 1, 1992 to June 30, 1992

DEPARTMENT OF HEALTH

- C-7 Ratification of Amendment No. 1 to the Intergovernmental Agreement Between Multnomah County and State Health Division, Public Health Laboratory, Allowing the State to Bill Multnomah County for Certain Prenatal Screening Tests Provided to REEP and MCPCO Clients, for the Period July 1, 1991 to June 30, 1992
- C-8 Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University Providing Medical Consultation Services within the County's Tuberculosis Clinic for the Period July 1, 1992 to June 30, 1993

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 In the Matter of Confirmation of the Appointment of Tamara Holden as Director of the Multnomah County Department of Community Corrections

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Request for RECONSIDERATION in the Matter of Amending ORDER 92-50 (Findings of Fact and Conclusion Pursuant to Land Use Planning Case Nos. CS 3-92 and HV 2-92). TESTIMONY LIMITED TO SCOPE OF REVIEW, 5 MINUTES PER SIDE
- R-3 ORDER in the Matter of the Execution of Deed D92703A for Certain Tax Acquired Property to CAREY M. SHELDON (Continued from May 7, 1992)

- R-4 ORDER in the Matter of the Execution of Deed D92703B for Certain Tax Acquired Property to CAREY M. SHELDON
(Continued from May 7, 1992)
- R-5 ORDER in the Matter of Cancellation of Land Sale Contract 15447 Between Multnomah County, Oregon and VERNON JONES Upon Default of Payments and Performance of Covenants
- R-6 ORDER and REAL ESTATE PURCHASE AGREEMENT in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Sections 26 and 35, Township 1 North, Range 3 East, W.M., Troutdale, Multnomah County, Oregon
- R-7 ORDER in the Matter of the Grant of a REAL ESTATE OPTION for the Acquisition of Permanent Sign and Slope Easements on County Land at the Exposition Center Parcel, George W. Force DLC, T2N, R1E, WM, Multnomah County, Oregon
- R-8 First Reading of an ORDINANCE Amending MCC 5.10.020 (B) and (C) Requiring the Multnomah County Sheriff's Office to Check with the County Department of Assessment and Taxation to Determine Whether an Applicant for an OLCC License has Delinquent Personal or Real Property Taxes Due and Owing and to Recommend Denial of the Application for Such Delinquency
- R-9 Request for Approval in the Matter of a NOTICE OF INTENT to Apply for an Environmental Protection Agency Ancient Forest Education Project Grant

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-10 Ratification of an Intergovernmental Agreement Between the Housing Authority of Portland and Multnomah County Providing Community Policing Services at Housing Authority Properties for the Period January 1, 1992 to June 30, 1993
- R-11 Budget Modification MCSO #21 Requesting Authorization to Reduce the Amount Budgeted from the Housing Authority for Community Policing Services at Columbia Villa in the Amount of \$22,684, within the Enforcement Division Budget

COMMUNITY CORRECTIONS

- R-12 Budget Modification DCC #10 Requesting an Increase to the City of Portland Community Projects Leader Contracts Revenue by \$3,442, within the Special Programs and Services Division Budget

NON-DEPARTMENTAL

- R-13 Request for PUBLIC TESTIMONY in the Matter of Ordinance No. 720 Approving an Intergovernmental Agreement with the City of Portland for the Establishment and Operation of New Metropolitan Human Rights Commission and Declaring an Emergency. 10:30 AM TIME CERTAIN REQUESTED

- R-14 RESOLUTION in the Matter of Establishing a Local Government Postal Rate for the Distribution of Mandated Services in an Effort to Benefit the Taxpayers of the United States at the Local Level
- R-15 RESOLUTION in the Matter of Repealing the Portion of the Omnibus Budget Reconciliation Act of 1990 which Requires that FICA be Withheld from the Pay of Election Officials or Election Workers

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- R-16 RESOLUTION in the Matter of the Approving of the Issuance and Negotiated Sale of Approximately \$36,000,000 Certificates of Participation (COP) for Juvenile Justice Complex, Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer
- R-17 RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of Certificates of Participation Issued to Finance the Juvenile Justice Complex Facilities
- R-18 First Reading of an ORDINANCE Amending the Multnomah County Audit Committee Ordinance by Changing the Membership of the Multnomah County Audit Committee and Deleting References to the Department of General Services
- R-19 Budget Modification NOND #30 Authorizing Increased Revenue in the Amount of \$63,476.29 from a Federal Emergency Management Agency Grant Awarded to Multnomah County

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of CENTRAL COUNTY SERVICE DISTRICT NO. 3

- R-20 ORDER in the Matter of Designating a Registered Office and Registered Agent for Central County Service District No. 3

(Recess as the Governing Body of CENTRAL COUNTY SERVICE DISTRICT NO. 3 and convene as DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1)

- R-21 ORDER in the Matter of Designating a Registered Office and Registered Agent for Dunthorpe Riverdale Service District No. 1

(Recess as the Governing Body of DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1 and convene as MID COUNTY SERVICE DISTRICT NO. 14)

- R-22 ORDER in the Matter of Designating a Registered Office and Registered Agent for Mid County Service District No. 14

(Recess as the Governing Body of MID COUNTY SERVICE DISTRICT NO. 14 and convene as WEST HILLS SERVICE DISTRICT NO. 2)

R-23 ORDER in the Matter of Designating a Registered Office and Registered Agent for West Hills Service District No. 2

(Recess as the Governing Body of WEST HILLS SERVICE DISTRICT NO. 2 and reconvene as the Board of County Commissioners)

0201C/34-39/db
5/7/92

SUPPLEMENTAL AGENDA

Thursday, May 14, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-24 PROCLAMATION for the Purpose of Recognizing NATIONAL PUBLIC WORKS WEEK, May 17-23, 1992

0201C/39/db
5/8/92

Contract # 800662-1

Meeting Date: MAY 14 1992

Agenda No.: C-1

(Above space for Clerk's Office Use)

ORIGINAL

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Intergovernmental Agreement Amendment #1 between
SUBJECT: Housing Authority of Portland and Multnomah County Sheriff's Office

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING May 14, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab-Sheriff's Exec. Asst.

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper
(Sheriff)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of amendment #1 for Housing Authority of Portland and Multnomah County Sheriff's Office adding one deputy sheriff. The grant term for community service officers shall be changed from July 1, 1991 to June 30, 1992, to July 1, 1991 to December 31, 1991. The amendment is also adding that the deputies shall make regular patrols to Carlton Court development and shall respond to calls as required at that development. This Intergovernmental agreement is for the provision of community policing services at Housing Authority Properties.

5/15/92 original to Larry Aab

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper Jr.
(Sheriff)

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MAY - 7 AM 8:00
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800662

Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (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 <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners C-1 May 14, 1992</p>
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RETURN TO: Larry Aab 313/225

Contact Person Randy Amundson

Phone 255-3600

Date 5/1/92

Department Sheriff's Office

Division Enforcement

Bldg/Room _____

Description of Contract Provides for community policing services at Housing Authority Properties.

RFP/BID # _____

Date of RFP/BID _____

Exemption Exp. Date _____

ORS/AR # _____

Contractor is

☐ MBE

☐ WBE

☐ QRF

Contractor Name Housing Authority of Portland

Mailing Address Denny West, Exec. Director

135 SW Ash, Portland, OR 97213

Phone 249-5501

Employer ID # or SS # _____

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 280,818

Amount of Amendment \$ _____

Total Amount of Agreement \$ 280,818

Payment Term

☐ Lump Sum \$ _____

☐ Monthly \$ _____

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Randy Amundson

Purchasing Director _____
(Class II Contracts Only)

County Counsel Sandra Duff

County Chair/Sheriff _____

Date 5-5-92

Date _____

Date 5-8-92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
			4A			Rev. Src.						
01.	156	025	3150			2030						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

ORIGINAL

800662

MODIFICATION TO CONTRACT #800402, AN AGREEMENT FOR PUBLIC SAFETY
MANAGEMENT SERVICES BETWEEN THE HOUSING AUTHORITY OF PORTLAND AND
MULTNOMAH COUNTY SHERIFF'S OFFICE

In accordance with Section 8, "Modification", of the Agreement entered into as of the 1st day of July 1991 between the Housing Authority of Portland and Multnomah County Sheriff's Office, the Housing Authority of Portland and the Multnomah County Sheriff's Office agree to the following modifications to the Agreement:

Modification 1.

SECTION 2, County's Obligations. paragraph A.


The first sentence shall be revised to read "MCSO will make available to the HOUSING AUTHORITY one Sergeant, three deputy sheriffs and two community service officers." An additional sentence shall follow this sentence, reading as follows: "The grant term for community service officers shall be from July 1 1991 to December 31 1991. The grant term for the Sergeant and deputy sheriffs shall be from July 1 1991 to June 30 1992."

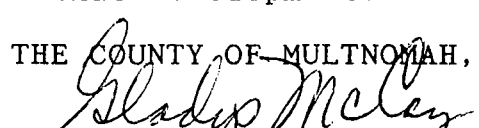
Modification 2.

SECTION 2, County's Obligations. paragraph C. 4)

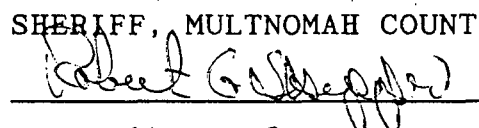
An additional sentence shall be added following 2 C. 3), and shall be given as 2 C. 4). This will read "The deputies shall make regular patrols to Carlton Court development, and shall respond to calls as required at that development."

HOUSING AUTHORITY OF PORTLAND THE COUNTY OF MULTNOMAH, OREGON


4/25/92
(date)


4/25/92
(date)

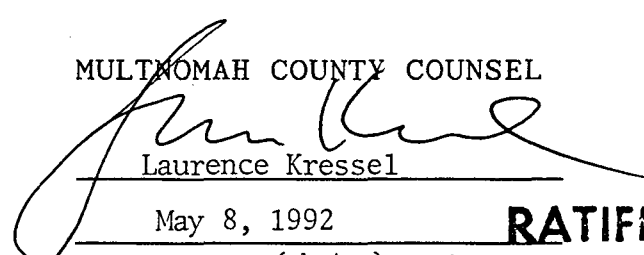
SHERIFF, MULTNOMAH COUNTY


4-25-92
(date)

HOUSING AUTHORITY ATTORNEY

(date)

MULTNOMAH COUNTY COUNSEL


Laurence Kressel
May 8, 1992
(date)

RATIFIED

**Multnomah County Board
of Commissioners**

C-1 May 14, 1992

Meeting Date: _____

MAY 14 1992

Agenda No.: _____

C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Amendment #1 with Gresham School District

BCC Informal _____

(date)

BCC Formal _____

(date)

DEPARTMENT Social Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION _____

Ardys Craghead/Gary Smith

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #1 between the Multnomah County Social Services Division Youth Program Office and the Gresham School District effective July 1, 1991 through June 30, 1992. Amendment #1 changes the payment/reporting requirement from monthly to quarterly but has no affect on the amount of the contract.

5/15/92 originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

Ardys Craghead

(All accompanying documents must have required signatures)

1992 MAY - 6 PM 2:24
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*
Department of Social Services

FROM: Gary Smith, *GS* Director
Social Services Division

DATE: April 17, 1992

SUBJECT: Approval of Two Amendments to IGA's with Youth Program Office
Providers

RETROACTIVE STATUS: Amendment #1 is retroactive to January 1, 1992. Both agencies recently requested this change. Several staff changes in the Youth Program Office, including the loss of a long time staff person, caused additional delay in processing these amendments.

RECOMMENDATION: Social Services Division recommends Multnomah County Chair and Board approval of two amendments to IGA's between the Youth Program Office and Gresham School District #1 and Multnomah Education Service District #1 effective July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: The amendments attached have no fiscal impact on the contract totals which remain at \$16,670 for Gresham School District and \$11,907 for Multnomah Education Service District. Both contracts are for small amounts and both previously were paid on the basis of a monthly allotment adjusted to actual expenditures. Both agencies found the monthly payment and reporting requirement to be costly and time consuming for the small dollar amounts they were receiving. Both agencies requested this requirement be changed to a quarterly basis which benefits the agencies and the County.

Both providers are exempt from the RFP process as government agencies.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100982Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (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 <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p>C-2 May 14, 1992</p>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Kathy Tinkle Phone 248-3691 Date April 10, 1992Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Amendment #1 changes the monthly payment/reporting requirement to quarterly but has no affect on the dollar amount of the contract.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name GRESHAM SCHOOL DISTRICT

Mailing Address 1331 NW Eastman Parkway
Gresham, OR. 97030

Phone 661-6330

Employer ID # or SS # 93-6000831

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 16,670

Amount of Amendment \$ -0-

Total Amount of Agreement \$ 16,670

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ Quarterly Allotment

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:Department Manager *Archie Craighead*Purchasing Director
(Class II Contracts Only) *[Signature]*County Counsel *[Signature]*County Chair/Sheriff *[Signature]*Date 4/21/92

Date _____

Date 5-4-92Date 5/14/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	NO	IMPACT										
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 1

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992 Contract #: 100982
CONTRACTOR NAME: Gresham School District TELEPHONE: 661-6330
CONTRACTOR ADDRESS: 1331 NW Eastman Parkway I.R.S. NUMBER: 93-6000831
Gresham, Oregon 97030 TITLE XIX VENDOR #: _____
(if applicable)

This amendment to the contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and Gresham School District, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

<u>Service Element</u> <u>Name</u>	<u>Code</u>	<u>Fund</u> <u>Source</u>	<u>Current</u> <u>Amount</u>	<u>Change</u>	<u>Revised</u> <u>Amount</u>	<u>Basis of</u> <u>Payment</u>
Untapped Potential	Y505	SGF/SRI	\$16,670	0	\$16,670	Cost reimburse- ment of quarterly billing

Total			\$16,670	0	\$16,670	
-------	--	--	----------	---	----------	--

AMENDMENT NARRATIVE:

Changes payment method from monthly allotment adjusted to reported expenditures to quarterly reimbursement.

Multnomah Education Service District
#100992

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Michael Messinger 4-9-92
Program Manager Date

By _____
Agency Board Chairperson Date

By Dan P. Smith 4/20/92
Social Services Division Director Date

By Gladys McCoy 5/14/92
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners

C-2 May 14, 1992

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By LAURENCE KRESSEL 5.4.92
Date

Meeting Date: MAY 14 1992

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Amendment #1 with Multnomah Education Service District

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____
DEPARTMENT Social Services DIVISION Social Services
CONTACT Kathy Tinkle TELEPHONE 248-3691
PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #1 between the Multnomah County Social Services Division Youth Program Office and the Multnomah Education Service District effective July 1, 1991 through June 30, 1992. Amendment #1 changes the payment/reporting requirement basis from monthly to quarterly but has no affect on the amount of the contract.

5/15/92 originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

Ardys Craghead

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY
OREGON
1992 MAY -6 PM 2-24
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*
Department of Social Services

FROM: Gary Smith, *Director*
Social Services Division

DATE: April 17, 1992

SUBJECT: Approval of Two Amendments to IGA's with Youth Program Office
Providers

RETROACTIVE STATUS: Amendment #1 is retroactive to January 1, 1992. Both agencies recently requested this change. Several staff changes in the Youth Program Office, including the loss of a long time staff person, caused additional delay in processing these amendments.

RECOMMENDATION: Social Services Division recommends Multnomah County Chair and Board approval of two amendments to IGA's between the Youth Program Office and Gresham School District #1 and Multnomah Education Service District #1 effective July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: The amendments attached have no fiscal impact on the contract totals which remain at \$16,670 for Gresham School District and \$11,907 for Multnomah Education Service District. Both contracts are for small amounts and both previously were paid on the basis of a monthly allotment adjusted to actual expenditures. Both agencies found the monthly payment and reporting requirement to be costly and time consuming for the small dollar amounts they were receiving. Both agencies requested this requirement be changed to a quarterly basis which benefits the agencies and the County.

Both providers are exempt from the RFP process as government agencies.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100992

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-3 May 14, 1992</p>
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Kathy Tinkle Phone 248-3691 Date April 10, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Amendment #1 changes the monthly payment/reporting requirement to quarterly but has no dollar impact on the contract.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name MULTNOMAH EDUCATION SERVICE DISTRICT

Mailing Address P.O. Box 301039
Portland, OR. 97230

Phone 255-1841

Employer ID # or SS # 93-6000829

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 11,907

Amount of Amendment \$ -0-

Total Amount of Agreement \$ 11,907

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ Quarterly Allotment

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Ardey Craghead

Purchasing Director
(Class II Contracts Only)

County Counsel Ally Lipp

County Chair/Sheriff Shirley M. M. M.

Date 4/21/92

Date _____

Date 5-4-92

Date 5/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	NO	IMPACT										
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 1

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992 Contract #: 100992
CONTRACTOR NAME: Multnomah Education Service District TELEPHONE: 255-1841
CONTRACTOR ADDRESS: PO Box 301039 I.R.S. NUMBER: 93-6000829
Portland, Oregon 97230 TITLE XIX VENDOR #: _____
(if applicable)

This amendment to the contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and Multnomah Education Service District, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

<u>Service Element</u> <u>Name</u>	<u>Code</u>	<u>Fund</u> <u>Source</u>	<u>Current</u> <u>Amount</u>	<u>Change</u>	<u>Revised</u> <u>Amount</u>	<u>Basis</u> <u>Payment</u>
MESD Teen Mom Program	YS05	SGF/SRI	\$11,907	\$0	\$11,907	Quarterly allotment adjusted to reported expenditures

Total			\$11,907	\$0	\$11,907	
-------	--	--	----------	-----	----------	--

AMENDMENT NARRATIVE:

Changes payment method from monthly allotment adjusted to reported expenditures to quarterly reimbursement.


Gresham School District

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

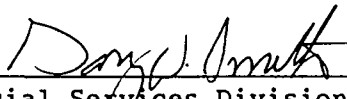
CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By  4-9-92
Program Manager Date

By _____
Agency Board Chairperson Date

By  4/20/92
Social Services Division Director Date

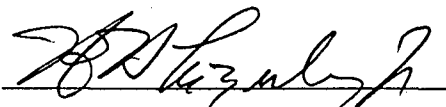
By  5/14/92
Gladys McCoy
Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners

C-3 May 14, 1992

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  5-4-92
Date

Meeting Date: MAY 14 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Amendment #1 with Portland Public Schools

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Social Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #1 between the Multnomah County Social Services Division Office of Child and Adolescent Mental Health and the Portland Public Schools effective July 1, 1991 through June 30, 1992. This action eliminates Tualatin Valley Mental Health Day Treatment Services from the current contract and adds a means for the Partners Project Program to pay for services to certain clients as required.

5/15/92 Originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Ardys Craghead*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 MAY - 6 PM 2:24
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services

FROM: Gary Smith, Director
Social Services Division

DATE: April 20, 1992

SUBJECT: Approval of Amendment #1 with Portland Public Schools

RETROACTIVE STATUS: Amendment #1 is retroactive to July 1, 1991. The Social Services Division Administration and the Partners Program office have been trying since July 1991 to negotiate with the Contractor and obtain a signed contract. In April 1992, the Contractor finally signed the agreement sent to them last July and returned it to SSD for execution. Processing of Amendment #1 has been held up for several months until that was accomplished.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of Amendment #1 between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Portland Public Schools effective July 1, 1991 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #1 eliminates Tualatin Valley Mental Health Day Treatment Services from the current contract effective December 31, 1991 and adds a mechanism for the Partners Project to pay for Day Treatment Educational Services for clients not utilizing a DARTS slot. This action will allow clients to receive needed services and the contractor to be paid for the services when the number of clients exceed their contracted capacity but not their licensed capacity. The Contractor will be paid \$53.55 per day for Regular Education Program and \$26.78 per day for Summer Education Program.

The Partners Project is a cooperative interagency effort, between State and County agencies, Portland Public and Centennial School Districts to serve children and adolescents whose emotional impairment puts them at imminent risk of inpatient psychiatric hospitalization or long-term residential care. The project is funded in part by a grant awarded to the State of Oregon by the Robert Wood Johnson Foundation and subject to special conditions and requirements.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

RETRO

Contract # 102302

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (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 RATIFIED Multnomah County Board of Commissioners C-4 May 14, 1992

Contact Person Kathy Tinkle Phone 248-3691 Date February 12, 1992
 Department Social Services Division Social Services Bldg/Room 160/6
 Description of Contract Amendment #1 eliminates TVMH/Day Treatment services from the current contract and allows the Partners Project to pay for Day Treatment Educational Services for clients not utilizing a DARTS slot effective July 1, 1991 through June 30, 1992.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name PORTLAND PUBLIC SCHOOLS
 Mailing Address P.O. BOX 3107
Portland, OR. 97208-3107
 Phone 249-2000
 Employer ID # or SS # 93-6000830
 Effective Date July 1, 1991
 Termination Date June 30, 1992
 Original Contract Amount \$ Requirements
 Amount of Amendment \$ Requirements
 Total Amount of Agreement \$ Requirements

Payment Term
☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$ Fee for Service
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager [Signature] Date 4/24/92
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 5-4-92
 County Chair/Sheriff [Signature] Date 5/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1370			6060				REQ.	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
INTERGOVERNMENTAL AGREEMENT
AMENDMENT NUMBER 1

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1991
CONTRACTOR NAME: Portland Public Schools TELEPHONE: (503) 249-2000
CONTRACTOR ADDRESS: P.O. BOX 3107 I.R.S. NUMBER: 93-6000830
Portland, Oregon 97208-3107 CONTRACT I.D. #: 102302

This amendment to the intergovernmental agreement is made between the Multnomah County Social Services Division, referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR". It is understood by the parties that all conditions in the original agreement not superseded by this amendment are still in force and apply to this amendment.

SERVICES UNDER FEE-FOR-SERVICE

<u>Service Element</u>	<u>Fund Source</u>	<u>Type of Units</u>	<u>Rate per Unit</u>	<u>Revision</u>
Special Projects/ Partners	MHS 37 ST.	DAY TREATMENT/ TVMH	\$1300/mo./client	Discontinued
	MHS 37 ST.	DAY TREATMENT/ EDUCATIONAL SERVICES		Added
		Regular Program	\$53.55/day/client	
		Summer Program	\$26.78/day/client	

NARRATIVE

This amendment adds a mechanism for the Partners Project to pay for Day Treatment Educational Services for clients not utilizing a DARTS slot. Additionally, this amendment discontinues Day Treatment/TVMH services effective December 31, 1991.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

9 DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS

9.1 SERVICE DESCRIPTION

9.1.1 The intent of this agreement is to provide a mechanism to pay Portland Public Schools, hereafter referred to as "CONTRACTOR", for Day Treatment Educational Services to Partners Project Clients not included in a Designated Service Agency's Day & Residential Treatment Services (DARTS) utilization report.

9.1.2 "Designated Service Agency", in the context of this agreement, means a service provider that holds a contract with Children's Services Division/Mental Health & Developmental Disabilities Services Division to provide Day Treatment Services for whom CONTRACTOR provides the educational component for those services.

9.1.3 Day Treatment Educational Services include education and related services as outlined in each Partners Project client's Individual Educational Plan.

9.2 PERFORMANCE REQUIREMENTS

9.2.1 CONTRACTOR agrees to provide Day Treatment Educational Services to children who are identified as Partners Project clients and accepted for admission at Designated Service Agencies.

9.2.2 COUNTY assures the Partners Project will transmit to the CONTRACTOR a list of participating clients prior to the fifth day of the month following the month of service.

9.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the Designated Service Agency all pertinent evaluation and assessment information regarding each participating Partners Project client

9.2.4 CONTRACTOR agrees the educational component will be developed and implemented in conjunction with the treatment program according to Day and Residential Treatment Services (DARTS) Standards and Guidelines.

9.2.5 CONTRACTOR assures the level of educational services provided will parallel that provided to other students served by the Designated Service Agency.

9.2.6 CONTRACTOR agrees to include the Partners Project Managed Care Coordinator in the development of the Individual Educational Plan for each Partners Project client.

DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS

9.3 PAYMENT PROCEDURES

- 9.3.1 COUNTY agrees to pay CONTRACTOR the following rates for educational services to Partners Project clients NOT included in a Designated Service Agency's DARTS utilization report. Days of service will be calculated using actual days of enrollment for each client, not including CONTRACTOR holidays, vacation days, or teacher inservice days identified in CONTRACTOR 1991-1992 School Calendar.

Regular Education Program	\$53.55 per day
Summer Education Program	\$26.78 per day

- 9.3.2 CONTRACTOR agrees to secure all Partners Project Educational Service payments in dedicated fund accounts for the sole use by the Designated Service Agency in which the client is served.

- 9.3.3 CONTRACTOR agrees to submit a quarterly billing invoice for services provided, to the Partners Project, by the last day of the month following the end of the quarter. All billings must be received no later than July 31, 1992 to generate payments for services provided in fiscal year 91-92. The billing invoice must include the name of the service recipient, the type of service, the designated Service Agency, the dates of client enrollment and all applicable charges.

Please submit all invoices to:

Partners Project
Billings Section
426 S.W. Stark, 7th Floor
Portland, Oregon 97204

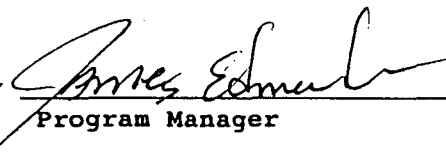
Portland Public Schools
Fiscal Year 91-92

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

CONTRACTOR:

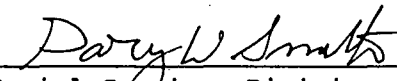
MULTNOMAH COUNTY, OREGON:

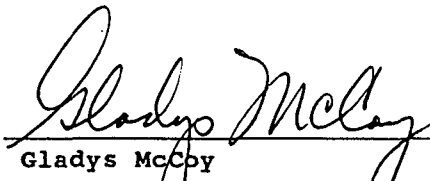
By _____
Deputy Clerk Date

By  2/4/92
Program Manager Date

APPROVED AS TO FORM:

By _____
Staff Attorney
Portland School Dist. No. 1 Date

By  4/22/92
Social Services Division
Director Date

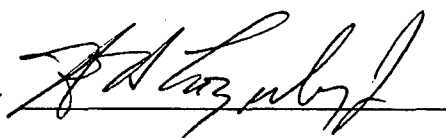
By  5/14/92
Gladys McCoy
Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners

C-4 May 14, 1992

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  5.4.92
Date

Meeting Date: MAY 14 1992

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Amendment #3 with Oregon Health Sciences University

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Social Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #3 between the Multnomah County Social Services Division Office of Child and Adolescent Mental Health and Oregon Health Sciences University for the period March 1 through June 30, 1992. Amendment #3 has no fiscal impact on the contract. This action adds \$16,667 in Title XIX funds only to provide EPSDT (Early Prevention Screening Diagnosis and Treatment) Services for youth.

5/15/92 originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Ardys Craghead

(All accompanying documents must have required signature)

CO. OF
COUNTY CLERK
1992 MAY 15 PM 2:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Ardys Craghead, Interim Director *Ardys*
Department of Social Services

FROM: Gary Smith, *GS* Director
Social Services Division

DATE: April 15, 1992

SUBJECT: Approval of Amendment #3 with Oregon Health Sciences University

RETROACTIVE STATUS: Amendment #3 is retroactive to March 1, 1992 because of heavy workload due to the loss of a contracts staff person in the Family and School Mental Health Program.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of Amendment #3 to an Intergovernmental Agreement between the MED-Office of Child and Adolescent Mental Health Services Program Office and Oregon Health Sciences University effective March 1 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #3 has no fiscal impact on this contract. The amendment attached increases Title XIX funding only to provide Early Periodic Screening Diagnosis and Treatment (EPSDT) services to 18 to 20 year old clients at OHSU's Indochinese Psychiatric Program. This action has no fiscal impact on the contract total which remains at \$155,196 for FY 91/92.

As a government agency, Oregon Health Sciences University is exempt from the RFP process. Title XIX funds do not pass through the County and are also exempt from RFP.

(OCAMHSOGR.DOC.70)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102312

Amendment # 3

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-5 May 14, 1992</p>
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Kathy Tinkle Phone 248-3691 Date April 3, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Amendment #3 adds Title XIX funds of \$16,667 to provide EPSDT Services for additional youth effective March 1 through June 30, 1992. This action does not affect the contract total.

RFP/BID # N/A Title XIX Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY

Prev. Amend. #2: \$155,196+Req.

Mailing Address 3181 SW Sam Jackson Park Rd
Portland, OR. 97201

Phone 494-4854

Payment Term

Employer ID # or SS # 93-6001786W

☐ Lump Sum \$ _____

Effective Date March 1, 1992

☐ Monthly \$ _____

Termination Date June 30, 1992

☐ Other \$ _____

Original Contract Amount \$ 130,763+Req.

☐ Requirements contract - Requisition required.

Amount of Amendment \$ -0- Title XIX Only

Purchase Order No. _____

Total Amount of Agreement \$ 155,196+Req.

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Ardep Craghead

Date 4/17/92

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel Shirley McCoy

Date 5-4-92

County Chair/Sheriff _____

Date 5/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	NO	FISCAL	IMPACT/ TITLE XIX ONLY									
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 3

DURATION OF AGREEMENT: March 1, 1992	TO: June 30, 1992	CONTRACT #: 102312
CONTRACTOR NAME: Oregon Health Sciences University		TELEPHONE #: 494-4854
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road		I.R.S. #: 93-6001786W
Portland, OR 97201		MEDICAID #: 157883

This amendment to the contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

SERVICES UNDER MONTHLY ALLOTMENT

Service Element	Fund Source	Amount	Change	Revised Amount	Units	Basis of payment
Non-res. Adult Svc.	MHS 20 State	\$111,256	\$0	\$111,256	0	Service Capacity
Partners Project:	MHS 37 State					
Psychiatric Consultation		\$43,940	\$0	\$43,940	NA	Adjusted at year end for actual services hours
State Total		\$155,196	\$0	\$155,196		
		=====	=====	=====		

MEDICAID BILLING ALLOCATION

Non-res. Adult	MHS 20 MEDICAID	\$186,727	\$0	\$186,727	0	N/A
Child/Adoles./EPSDT	MHS 22 MEDICAID	\$0	\$16,667	\$16,667	0	N/A
		\$186,727	\$16,667	\$203,394		
		=====	=====	=====		

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Type of Unit/Slot	Rate per Unit/Slot
Special Projects/Partners	MHS 37 State	Day Treatment	\$1,878.33 per month/client

NARRATIVE

Change is effective 3/1/92. Units are not affected.

Medicaid allocation. The following service element is awarded:

\$16,667 awarded in MHS 22 Child and Adolescent Mental Health Services/EPSDT
(Early Prevention Screening Diagnosis and Treatment).

This action increases FY92 MEDICAID allocation:.....	\$16,667
to a revised total of.....	\$203,394

SPECIAL CONDITIONS
MHS 22 - CHILD AND ADOLESCENT MENTAL HEALTH SERVICES

I. Service Description

Services include evaluation, brief intensive treatment, and less intensive long-term supportive treatment in an outpatient setting. Treatment may include medication management for the child and frequently involves the family.

Child and Adolescent Mental Health Services may be provided to any child or adolescent in need of them; however, state funds shall only be used to evaluate and treat a child or adolescent who has been screened and is believed to be eligible for treatment based on the following criteria:

- (a) Documented evidence of Medicaid eligibility and/or referral for services through the Early Periodic Screening Diagnosis and Treatment (EPSDT) Program; or
- (b) Documented clinical impression of a severe disorder needing treatment to avoid institutionalization or posing a hazard to the health or safety of him/herself or others; or
- (c) Documented clinical impression that the child or adolescent is at risk of later developing a severe mental disorder; or
- (d) Documented clinical impression that the child or adolescent is determined to be at immediate risk of removal from the home because of mental disorders.

This service is regulated by: OAR 309-32-130 through 309-32-155 "Community Treatment Services" and, as applicable, OAR 309-16-000 through 309-16-120, "Medicaid Payment for Community Mental Health Services."

II. Performance Requirements

- 1. 100% of persons served with state funds must meet eligibility criteria specified above as measured through CPMS MARS 2241 and site review.
- 2. Maintain Certificate of Approval as measured through site review.

III. Special Reporting Requirements

CONTRACTOR will submit the following reports:

- 1. To the State: CPMS enrollments and quarterly turnaround document.

2. To the COUNTY: Monthly Client Count Report (due on the 20th of each month), and the Oregon Community Mental Health Carry Over Report.

IV. Payment Procedures

Payments are based on a fee-for-service rate for services provided to Medicaid eligible clients. Fee-for-service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the handout entitled MEDICAID REHABILITATIVE SERVICES PROCEDURE CODES AND REIMBURSEMENT RATES, available at the MED Program Office of the COUNTY. Funds are disbursed by the Office of Medical Assistance Programs. All funds paid through Title XIX/EPST must be expended on services for which CONTRACTOR holds a State letter of approval.

EPSDT SPECIAL CONDITIONS

1. Contractor agrees to provide Child and Adolescent Mental Health Services (MHS 22) to eligible children to whom delivery of services is deemed medically necessary for the diagnosis or treatment of mental conditions identified by the EPSDT evaluation process.
2. Contractor is responsible for acceptance of EPSDT referrals, performance of evaluations, development of treatment plans, collaboration with the Multnomah County Treatment Planning Coordinator (TPC) in developing plans of care, and delivery of necessary services.
3. Evaluation of Referrals
 - a) Contractor will perform, or cause to be performed, evaluations for those Medicaid-eligible children referred by EPSDT/Medicheck providers, or those referred by the Office of Child and Adolescent Mental Health Services (OCAMHS) for EPSDT mental health services.
 - b) An initial evaluation will be conducted to identify the nature of the mental condition impairing the child's ability to function in the home, school or community, and for which a diagnosis can be determined in accordance with DSM III-R.
 - c) This evaluation will be performed by a Qualified Mental Health Professional (QMHP).
 - d) Further evaluation may be recommended as the result of the initial evaluation.
 - e) At the conclusion of the evaluation, a plan of care will be developed as specified below.

4. Plan of Care

An individualized plan of care will be developed for each child whose mental condition can be corrected or improved by the provision of specific mental health services, therapies or activities. The plan of care:

- a) Will include the services to be provided to the child and their anticipated frequency and duration.
- b) Will identify the role and specific responsibilities of the child and family in carrying out the plan's goal.
- c) Will identify non-mental health services and informal resources needed to complement or enhance the effectiveness of mental health services provided through the contractor agency.
- d) Will be developed and/or reviewed by the Multnomah County Treatment Planning Coordinator (TPC) in collaboration with a QMHP from the contractor agency. Following this review the TPC will approve the

plan of care and authorize delivery of the mental health services, and the frequency and duration of those services, described within the plan of care. Review and approval of plans of care will occur during regularly scheduled visits to the contractor agency by the TPC. When requested by the contractor or by the Treatment Planning Coordinator, review and approval of plans of care may be carried out apart from regularly scheduled visits.

5. Provision of Services

- a) Contractor will deliver, or cause to be delivered, services that may be deemed medically necessary for the diagnosis, correction, or improvement of a mental condition identified as the result of the evaluation process. Services will be provided in accordance with the plan of care, and will only be considered as EPSDT services following their authorization by the TPC.
- b) The plan of care will be reviewed every 90 days by the TPC in collaboration with a QMHP from the contractor agency.
- c) Children with multi-agency involvement, or who are at imminent risk of placement in residential or inpatient psychiatric care, will be presented for review to and recommendations by the TPC in consultation with an interagency service planning team.

6. CPMS Reporting

All EPSDT enrollments will be identified by use of the eligibility code 68. Children receiving EPSDT evaluations will be enrolled and terminated on CPMS crisis forms, using the countywide provider number for EPSDT evaluations, #234. Children receiving EPSDT treatment services will be enrolled on regular MED enrollment forms, using the agency's assigned MHS 22 provider number.

7. Other Reporting

Contractor will submit any special reports related to the EPSDT plan for mental health services to children as may be reasonably requested by Multnomah County Social Services Division.

OREGON HEALTH SCIENCES UNIVERSITY
AMENDMENT # 3

102312

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Board Chairperson
Date

By *Rex Surface* 4/11/92
Rex Surface
Program Manager
Date

By _____
Agency Executive Director
Date

By *Dan W. Smith* 4/16/92
Gary W. Smith
Division Director
Date

By *Gladys McCoy* 5/14/92
Gladys McCoy
Multnomah County Chair
Date

RATIFIED

**Multnomah County Board
of Commissioners**

REVIEWED: C-5 May 14, 1992

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *LA Kressel* 5-14-92
Date

Meeting Date: MAY 14 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Amendment #6 with Oregon Health Sciences University-CDRC

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Social Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Ardys Craghead/Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #6 to an Intergovernmental Agreement between the Multnomah County Social Services Division Developmental Disabilities Program Office and Oregon Health Sciences University-Child Development and Rehabilitation Center for the period of March 1 through June 30, 1992. Amendment #6 increases Early Intervention funding \$1,640 to provide services for one individual.

5/15/92 originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

Ardys Craghead

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 MAY -6 PM 2:25
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Ardys Craghead, Interim Director
Department of Social Services

FROM: Gary Smith, Director
Social Services Division

DATE: April 8, 1992

SUBJECT: Approval of Amendment #6 to an IGA with Oregon Health Sciences
University-Child Development and Rehabilitation Center (CDRC)

RETROACTIVE STATUS: Amendment #6 is retroactive to March 1, 1992 due to a client transfer taking effect that date. Client movement is common in the DD program and there is seldom sufficient time between the determination of a need or desire to move and the actual move to prepare and process the paperwork in advance.

RECOMMENDATION: The Social Services Division recommends Chair and Board approval of Amendment #6 between the DD Program and Oregon Health Sciences University-CDRC effective March 1 through June 30, 1992.

ANALYSIS/BACKGROUND: Amendment #6 increases the current contract by \$1,640 bringing the net contract total to \$175,082.71 for FY 91/92. The additional funds will provide Early Intervention services for one additional client.

Funding for this agreement is available through the State Mental Health Division Grant and is exempt from the RFP process as Oregon Health Sciences University is a government agency. The provider is on the Social Services Division Governmental RFQ List.

(CWDDAGRM.DOC.69)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100522

Amendment # 6

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>RATIFIED</p> <p>Multnomah County Board of Commissioners</p> <p>C-6 May 14, 1992</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date March 24, 1992

Department Social Services Division Social Services Bldg/Room 160/6

Description of Contract Amendment #6 increases Early Intervention (DD55) \$1,640 to provide services for one additional client effective March 1 through June 30, 1992.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY - CDRC Prev. Amend. #5: \$173,442.71

Mailing Address 3181 SW Sam Jackson Park Rd., L106
Portland, OR. 97201

Phone 225-8634

Employer ID # or SS # 93-6001786

Effective Date March 1, 1992

Termination Date June 30, 1992

Original Contract Amount \$ 31,591.68

Amount of Amendment \$ 1,640.00

Total Amount of Agreement \$ 175,082.71

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ Allotment

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 4/3/92

Purchasing Director [Signature] Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 5-4-92

County Chair/Sheriff [Signature] Date 5/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1250		DD55	6060		1255		1,640	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 6

Duration of Agreement: March 1, 1992 to June 30, 1992

Contractor: OREGON HEALTH SCIENCES UNIVERSITY-CDRC
Address: 3181 SAM JACKSON PARK RD L-106
PORTLAND OR 97201

Contract#: 100522
Phone: 225-8634
IRS No.: 93-6001786

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
OREGON HEALTH SCIENCES UNIVERSITY-CDRC, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT. These amounts are subject to the Notes/Special Conditions in Part II.

Service Element	Fund Source	Current Amount	Increase (Decrease)	Revised Amount	Payment Basis: Monthly Allotment According To:
DD40-WAC SMHD Work Activity Center		\$30,200.40	\$0.00	\$30,200.40	SERVICE CAPACITY
DD43-SEP SMHD Supported Employment Program		\$79,512.31	\$0.00	\$79,512.31	RATE PER MONTHLY ENROLLED CLIENTS
DD55-EI SMHD Early Intervention		\$63,730.00	\$1,640.00	\$65,370.00	SERVICE CAPACITY
TOTALS:		\$173,442.71	\$1,640.00	\$175,082.71	

FY92

Multnomah County Social Services Division
Subcontract AMENDMENT Number 6

CONTRACTOR:
Oregon Health Sciences University

Part II - Notes and Special Conditions

Notes:

DD55 - EI Early Intervention

Add 1 slot @ \$420.00/mo effective 3/1/92.

Special Conditions:

All existing Special Conditions remain in effect, and the following are added:

NONE.

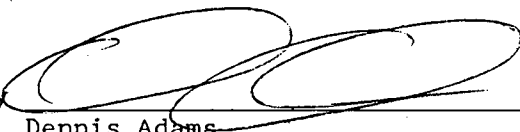
MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
SUBCONTRACT AMENDMENT NUMBER 6

CONTRACTOR:

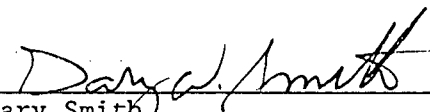
COUNTY:

OREGON HEALTH SCIENCES UNIVERSITY-CDRC

Agency Executive Director Date

By  3-23-92
Dennis Adams Date
Program Manager

Agency Board Chairperson Date

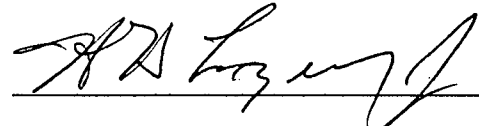
By  4/9/92
Gary Smith Date
Social Services Division
Director

By  5/14/92
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners

Reviewed: C-6 May 14, 1992

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By  5-4-92
Date

Meeting Date: MAY 14 1992

Agenda No.: C-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to Contract with State Health Division,
Public Health Laboratory

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Health DIVISION _____

CONTACT Gary Sawyer TELEPHONE x3555

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of amendment to Intergovernmental Agreement with the State Health Division, Public Health Laboratory allowing the state to bill Multnomah County for REEP and MCPCO clients only for prenatal screening tests (i.e. HBsAg, Rubella, Syphilis).

5/15/92 originals to Kathy Tenkle

(If space is inadequate, please use other side)

SIGNATURES:

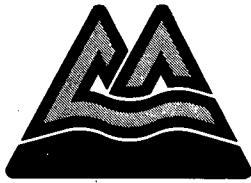
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Belli DeGaurd

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 MAY - 6 PM 2:23
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Bill* Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager *Tom*

DATE: March 27, 1992

SUBJECT: Amendment to Contract with State Health Division (Oregon State
Public Health Laboratory)

Retroactive: The amendment was not initiated by the state until after the fiscal year began July 1, 1992. The change covers the entire FY 91-92.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to intergovernmental agreement #100032 for the period July 1, 1991 to and including June 30, 1992.

Analysis: The amendment will make it possible for the state to bill Multnomah County for REEP and MCPCO clients only for prenatal screening tests as follows:

1) HBsAg	\$2.75
2) Rubella	\$3.07
3) Syphilis	\$1.12

Background: State provides low cost testing for hepatitis as a public health service and charges the county the minimal cost of materials only for diagnostic testing.



FY 91-92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 100032

MULTNOMAH COUNTY OREGON

Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (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 <div style="text-align: center;">RATIFIED</div> <div style="text-align: center;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">C-7 May 14, 1992</div>
---------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date _____Department Health Division _____ Bldg/Room 160/2Description of Contract Contractor will bill County for REEP and MPCO clients ^{only} for prenatal screening tests as follows: HBsAg (\$2.75), Rubella (\$3.07) and Syphilis (\$1.12).

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State Health DivisionMailing Address 1400 S.W. 5th Ave.
Portland, Or 97201Phone 229-5754Employer ID # or SS # N/AEffective Date July 1, 1991Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements**Payment Term**

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____
- ☐ Other \$ _____
- ☐ Requirements contract - Requisition required.
- Purchase Order No. _____
- ☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:Department Manager Bill OdegardDate 4/23/92Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]Date 5-4-92County Chair/Sheriff [Signature]Date 5/14/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0870		6110			0300		Requirements	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AMENDMENT NO 1 TO
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the ____ day of _____, 1992, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"), and the state of Oregon acting by and through Oregon State Public Health Laboratory, (hereinafter "STATE").

W I T N E S S E T H:

WHEREAS, the COUNTY and STATE are parties to a certain Agreement dated July 1, 1991, entitled Laboratory Services Agreement (hereinafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend Section 2.1 Services to read:

1) Test sera from COUNTY'S clients for: hepatitis B surface antigen (HBsAg); hepatitis B core antibody (HBcAb); hepatitis B surface antibody (HBsAb); hepatitis A virus antibody - IgM specific (HAVAB-IgM). Provide tests for REEP and MCPCO clients only for prenatal screen tests as follows: HBsAg, rubella, and syphilis.

Amend Section 3 Compensation to add:

6) HBsAg	\$2.75
7) Rubella	\$3.07
8) Syphilis	\$1.12

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed by their duly authorized officers the date first hereinabove written.

OREGON STATE HEALTH DIVISION

By: _____

Date: _____

93-6001752

Contractor I.D. Number

STATE PUBLIC HEALTH LABORATORY

By: _____

Date: _____

By: _____
Business Manager

By: _____
Fiscal Officer

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy, County Chair

Date: 5/14/92

HEALTH DEPARTMENT

By: Billi Odegaard
Billi Odegaard, Director

Date: 4/23/92

By: Sam A. Sorenson
Program Manager

Date: 4/23/92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kessel

Date: 5-4-92

Meeting Date: MAY 14 1992

Agenda No.: C-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Oregon Health Sciences University Contract

BCC Informal _____
(date)

BCC Formal _____
(date)

DEPARTMENT Health

DIVISION _____

CONTACT Tom Fronk

TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The County operates a TB Clinic and the State is able to enhance services at the TB Clinic by scheduling physicians in training to staff half-day TB Clinics and provide diagnosis, treatment, evaluation and consultation services in County's TB Clinic. Ratification of the agreement is requested.

5/15/92 originals to Herman Beane

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

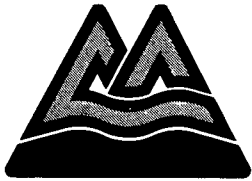
Or

DEPARTMENT MANAGER

Bill Odgaard

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -6 PM 2:24



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS MCCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill *Bill* Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department

DATE: April 10, 1992

SUBJECT: Contract with Oregon Health Sciences University for Training Chest
Fellows

Recommendation: The Health Department recommends County Chair approval and Board ratification of this contract with Oregon Health Sciences University for the period July 1, 1992, to and including June 30, 1993.

Analysis: Multnomah County treats tuberculosis patients at its TB clinic and the contractor can schedule physician "Chest Fellows" in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in the county's TB clinic. The county has budgeted \$1,920 for this service in FY 92-93.

Background: The contract is being renewed after termination June 30, 1992.



FY 92-93

CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200142
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000 5	<input type="checkbox"/> Professional Services over \$10,000 (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 RATIFIED Multnomah County Board of Commissioners C-8 May 14, 1992

Contact Person Brame Phone x2670 Date _____Department Health Division _____ Bldg/Room 160/2Description of Contract Contractor agrees to continue to provide medical consultation services at TB Clinic.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health Sciences University
Mailing Address Division of Pulmonary & Critical Care
3181 S.W. Sam Jackson Pk Rd
Portland, Or 97201Phone 494-7680Employer ID # or SS # 93-0692164Effective Date July 1, 1992Termination Date June 30, 1993Original Contract Amount \$ 1,920

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

- ☐ Lump Sum \$ _____
☐ Monthly \$ _____
☒ Other \$160 per half-day TB Clinic
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Bill OdegardDate 4/20/92Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel Glady's McElroyDate 5-4-92

County Chair/Sheriff _____

Date 5/14/92

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0700			6110		0399		\$1,920		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
TB CLINIC AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the ____ day of ____, 1992, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE").

W I T N E S S E T H :

WHEREAS, STATE has the responsibility to train physicians to diagnose and treat pulmonary diseases; and

WHEREAS, COUNTY has the responsibility to operate a Tuberculosis (TB) clinic; and

WHEREAS, it is mutually beneficial to both parties to enter into an agreement under those terms and conditions set forth, now, therefore,

IN CONSIDERATION of those mutual promises and the conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1992, through and including June 30, 1993, subject to earlier termination under Section 14 hereof.

2. Services.

A. COUNTY's services under this Agreement shall consist of the following:

- 1) Administer, fund, staff, and schedule patients for its TB clinic.
- 2) Inform STATE of any changes or modifications to TB Clinic hours.

B. STATE's services under this Agreement shall consist of the following:

Schedule physicians ("chest fellows") in training to staff half-day TB clinics to provide diagnosis, treatment, evaluation, and consultation services in COUNTY's TB Clinic.

3. Compensation.

A. COUNTY agrees to pay STATE for the performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- 1) \$160 per clinic upon submission of an invoice.
- 2) Payments to STATE shall not exceed \$1,920.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

D. COUNTY will verify clinic hours and send payments quarterly.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall indemnify, defend and hold harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4., and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification

A. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this Agreement, whether COUNTY or STATE initiated, shall be reduced to writing and signed by both parties.

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions; or

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By _____

Date _____

93-0692164
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 5/14/92

HEALTH DIVISION

By Billi Odegaard
Billi Odegaard, Director

Date: 4/21/92

HEALTH DIVISION

By [Signature]
Program Manager

Date: 4/15/92

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
For Multnomah County, Oregon

By [Signature]

Date: 5-4-92

RATIFIED
Multnomah County Board
of Commissioners

C-8 May 14, 1992

Meeting Date: MAY 14, 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment of Tamara Holden as Director of Community Corrections

BOARD BRIEFING _____ REGULAR MEETING May 14, 1992
(date) (date)

DEPARTMENT Non-Departmental DIVISION Chair Gladys McCoy

CONTACT Hank C. Miggins TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Chair Gladys McCoy

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Confirmation of the Appointment of Tamara Holden as
Director of the Multnomah County Department of Community
Corrections

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1992 MAY - 1 PM 1:10
MULTNOMAH COUNTY
OREGON

Meeting Date: MAY 14 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Rehearing CS 3-92/HV 2-92

BCC Informal May 12, 1992 BCC Formal May 14, 1992
(date) (date)

DEPARTMENT D.E.S. DIVISION Planning & Development

CONTACT John DuBay TELEPHONE 248-3182

PERSON(S) MAKING PRESENTATION John DuBay/Michael Robinson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

A rehearing to consider amending Order 92-50 (Findings of Fact and Conclusion pertaining to Case Nos. CS 3-92 and HV 2-92), by inserting the words ... "the location of" in Section VI-A, page 17, the second full paragraph, second sentence, immediately following the words ... "consideration of". This request is made by Timothy Ramis and Michael Robinson, Attorneys At Law, that will be representing the applicant before the Land Use Board of Appeals.

6/15/92 copies to John DuBay &
Scott Penoble 5/21/92 copy of Amended
92-50A ORDER to Scott Penoble

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Paul Yarbrough / blw

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -6 PM 2:22

BEFORE THE BOARD OF MULTNOMAH COUNTY COMMISSIONERS

In the Matter of the Appeal of the)	
Application of Interstate)	CASE NOS. CS3-92
Mobilephone Company dba Cellular)	and HV2-92
One for Approval of Conditional)	
Use to Install a Cellular Telephone))	FINDINGS OF FACT,
Transmitter and for Approval of)	CONCLUSIONS AND
Variances to Permit reduced Front)	ORDER 92-50
and Side Yard Setbacks)	

I. Applicant and Nature of Request. The applicant in this matter is Interstate Mobilephone Company dba Cellular One (Applicant). The applicant requested the following approvals:

A. Conditional use to permit a radio and television transmission tower in the R-10/Community Service (CS) Zoning District.

B. Variance to permit a twenty-five (25) foot (south) front yard setback and an eight (8) foot (west) side yard setback where a thirty (30) foot front yard setback is required and a twenty (20) foot side yard setback is required, respectively.

II. Relevant Criteria. The relevant criteria in this case are Multnomah County Code (MCC) Sections 11.15.7035(B), (D), (E), and (F) and Comprehensive Plan Policies 13, 14, 16, 19 and 31 for the conditional use and MCC Section 11.15.8505 for the variances.

III. Conclusions

A. Conditional Use. The Board concludes the applicant presented substantial evidence demonstrating compliance with relevant approval criteria. Findings of Fact and Conclusions discussing the conditional use are contained in Section V.

B. Variances. The Board concludes the applicant presented substantial evidence demonstrating compliance with relevant approval criteria. Findings of Fact and Conclusions discussing the variances are contained in Section VI.

C. In addition to these findings, the Board adopts, and incorporates herein by reference, the staff report dated January 6, 1992, as well as the Planning Commission order.

IV. Issues Considered on Appeal. On February 3, 1992, the Planning Commission approved the applicant's requests by a 6 to 2 vote with 1 abstention. The opponents appealed the approval to the Board. MCC § 11.15.8270 provides for an "on the record" hearing before the Board of County Commissioners (Board) of an appeal from a Planning Commission decision. The MCC also allows the Board to hear new evidence. Opponents of this application petitioned the Board to hear new evidence. The Board rejected the request and heard the appeal on the record.

Review on the record resulted in rejection of certain additional exhibits submitted by the appellant. These documents were not shown to have been a part of the file of this case nor were they present during the hearing at the Planning Commission. A map, based upon information from the excluded documents, was also not permitted to be used during the appeal argument.

V. Findings for the Conditional Use. The proposal is consistent with the applicable MCC and Comprehensive Plan criteria and policies based on the following findings.

MCC.7035(B) contains approval criteria for new towers located in urban residential areas which require the following:

A. New towers are not permitted in urban residential districts unless the applicant makes a good faith effort to substantially demonstrate that an existing or planned tower approved after August 19, 1992 cannot accommodate the applicant's proposed antenna transmitter. MCC.7035(B)(1).

The applicant submitted evidence discussing the basic elements of cellular telephone technology. A "cell site" is the basic building block of a cellular telephone system. When a particular cell site reaches its design capacity for handling telephone communications in an efficient manner, a new cell site must be established in order to relieve the overloading. The solution to overloading is not simply a taller tower or increased power output on an existing tower but rather to reduce the power or height at that existing cell site and create a new cell site.

The mature cellular system operates most effectively when utilizing low power outputs and antenna heights of between 75 and 100 feet. Some of the applicant's facilities located at higher elevations have been or will be shortly taken off the air because they interfere with the operation of other cell sites in the system. An example of such a facility is the cell site on the KOIN tower.

Terrain also creates reception problems for cellular telephone users. Additional cell sites are often needed in hard-to-service areas due to terrain, such as this area.

The applicant's engineers have evaluated the problem area which is the area extending from the tunnel for S.W. Canyon Road to the Sylvan area near U.S. Highway 26 and established what is termed a "search circle." The search circle is approximately a one-mile radius to deal with the problem area. In order to effectively serve the cellular telephone system, the new cell site must be within this search circle to eliminate the current technical problems.

Applicant asserts no existing towers within the search circle can be used by the applicant nor do any existing buildings, water towers or other structures of sufficient height meet the cellular system's needs. The applicant contacted property owners in the area to see if a lease can be negotiated. The applicant then "field checked" each proposed site. The applicant selected the site at the Racquet Club which is within the search circle area, is of sufficient height and at a proper location to serve the problem area within that search circle and meets the need of the cellular system.

Only three towers have been approved in Multnomah County since August 19, 1982. These are located at 160 N.W. Miller Road, 17290 N.W. St. Helens Road and 1468 N.E. Brower Road. None of these are within the applicant's one-mile radius search circle and, therefore, would not alleviate the problem this cell site is intended to remedy.

The applicant testified that this small segment is a critical part of the system in order to serve cellular telephone

users between the tunnel and the Sylvan area.

The Board concludes that the applicant has made a good faith effort to substantially demonstrate that no existing or planned tower approved after August 19, 1982, can accommodate the applicant's proposed cellular telephone transmitter.

Opponents argued that commercial sites were available within one mile to serve as a cell site. Evidence in the record shows the applicant has been looking for a site to serve this problem area for approximately three years. The applicant examined sites at Sylvan, deeper in the valley and a site at the Zoo. The applicant determined none of those sites were sufficient to meet applicant's service needs which this cell site will meet.

The applicant's engineer testified the Sylvan Commercial area at U.S. Highway 26 is not a viable site for the tower because it could not serve users to the east. That is the purpose of the proposed cell site. Moreover, a location at Sylvan is not desirable because signals would "propagate" out into the Beaverton/Aloha area. See Transcript of Planning Commission hearing at 25-26. The Board concludes that the commercial sites referenced by the opponents are not suitable alternatives to this site.

B. MCC.7035(B)(2) prohibits new transmission towers on lots in urban residential districts where no similar tower exists unless the applicant makes a good faith effort to substantially demonstrate that the proposed tower cannot be located on the site of an existing or planned tower approved after August 19, 1982.

For the reasons described under A., above, the Board concludes that the applicant has made a good faith effort to substantially demonstrate and has substantially demonstrated that the proposed tower cannot be located on the site of an existing or planned tower.

C. MCC.7035(B)(3) applies to non-urban sites. This site is included in an urban residential zone, the R-10 District. The Board concludes that this section is not applicable to the application.

D. MCC.7035(B)(4)(a)(i) requires that a proposed tower be of a size and shape sufficient to provide an adequate setback from the base of the tower to a property line abutting an urban residential district to public property or public street. Setbacks shall be sufficient to provide an adequate vegetative, topographic or other buffer as provided in MCC.7035(B)(7) and (11).

MCC.7035(B)(7) concerns visual impact. The applicant is required to demonstrate that the tower will have the least visual impact on the environment, taking into consideration technical, engineering, economic and other pertinent factors.

The applicant submitted evidence showing that towers of the height proposed are usually a galvanized or silver paint unless within a substantial stand of trees. In that event, the tower shall be painted green from the base to the tree line. Either will satisfy the criteria because the monopole is not especially visible given its location and the surrounding trees. The color will be specified at Design Review.

Evidence shows the tree canopy from the surrounding trees will hide much of the tower, especially during the summer months. Moreover, the applicant can and is required to go through Design Review to select the most appropriate paint for the tower. Both the monopole and antenna can be painted any color without affecting operation of the facility. Moreover, the cell site location and tower height are dictated by the technical and engineering needs of the cellular telephone system. We find that visual impact is minimized to the extent these factors will allow.

MCC.7035(B)(11) requires landscaping at the perimeter of property which abuts streets, residences, public parks or areas with access to the general public, other than the owner of such adjoining property. Although the area to be leased by the applicant abuts S.W. Canyon Court, a public street, the proposed cell site is 150 feet from the improved roadway. This distance is explained by the large slope within the right-of-way. The applicant has indicated it will work with the county Design Review to install appropriate landscaping as required. Design Review will be adequate to insure this criteria is satisfied.

The Board concludes that the proposed condition of approval requiring Design Review approval of detailed construction and landscaping plans for compliance with all applicable standards will satisfy the above criteria because while tower height and location are controlled by engineering and technical requirements, the tower will have the least visual impact through the use of appropriate paint and use of existing and additional vegetation.

Design Review will ensure that these standards are met prior to the tower's installation and the Board concludes that this meets the code's requirements.

E. MCC.7035(B)(4)(a)(ii) requires that privacy of adjoining residential property be preserved. The applicant submitted evidence showing a substantial number of trees and open space will separate the monopole from the nearest adjoining residential properties. The uses are separated by about 250 feet. Moreover, only about two visits to the site will be made each month. The Board concludes the monopole will not interfere with the privacy now enjoyed by adjacent residential properties.

F. MCC.7035(B)(4)(a)(iii) requires adjoining property to be protected from the potential impact of tower failure and ice falling from the tower by being large enough to accommodate such events based on the engineer's analysis submitted with the application.

The proposed monopole is designed to withstand sustained winds over 100 mph. Exhibit 3 contains the manufacturer's specifications for the monopole. The monopole's ability to sustain extreme winds has been certified by a registered engineer.

The monopole's proposed height, 96 feet, is less than the distance to any residential building. The setbacks of the tower meet the 20% of tower height requirement in MCC.7035(B)(4)(b)(ii) because it is 20 feet from the nearest property. (See Section H, below.) The proposed tower is to be

located in the southwest corner of the subject property where it will be farthest from any residential use in the immediate area. The Board finds this criteria is met.

The Board concludes that the tower's size and shape is such that adjoining property will be protected from potential tower failure and ice falling based upon evidence from the applicant's engineer. The engineer certified that ice fall would be limited to within 10 feet of the tower base and the tower base is 20 feet from the nearest property.

G. MCC.7053(B)(15) requires compliance with MCC.7035(F). MCC.7035(F) requires the public to be protected from non-ionizing electromagnetic radiation (NIER) in excess of the standard contained in MCC.7035(F)(1).

The applicant submitted Exhibit 4 showing the calculation prepared by its engineers which establishes the measurement at the nearest lot line. This measurement is calculated to be 1.553 uw/cm^2 (0.001553 mw/cm^2) and is 0.050 uw/cm^2 (0.00005 mw/cm^2) at the closest dwelling which is 250 feet to the northwest. The engineer's certification shows the tower's output to be well below the maximum required by code. As Exhibit 5 shows, the maximum output is 666 times less than the output of a microwave oven. The Board finds this criteria is satisfied.

H. A cellular tower site must be of sufficient size. MCC.7035(B)(4)(b). It is presumed to be of sufficient size when 1) it meets the requirements described in MCC.7035(B)(4)(a)(iii) and (iv), above, 2) provides a setback equal to twenty percent

(20%) of the height of the tower to any property line abutting an urban residential district, public property or public street and 3) provides a setback equal to or exceeding the rear yard setback required for the adjoining property where the adjoining property is not in an urban residential district nor public property nor a public street.

The evidence submitted by the applicant shows the proposed tower meets the requirements of MCC.7035(B)(4)(a)(iii) and (iv), above.

The final requirement [MCC.7035(B)(4)(b)(iii)] applies only when a property is not in an urban residential district nor public property nor a public street. The adjoining property at the rear yard is in an urban residential district. The Board concludes that this section is inapplicable.

I. MCC.7035(B)(4)(d) requires that structures and uses associated with the transmission use, other than the tower itself, must be located to meet the setbacks required in MCC.7025. MCC.7025 requires a 20-foot side yard setback and a 30-foot front yard setback. The applicant has requested variances to these setbacks. This is discussed in Section VI.

J. MCC.7035(B)(5) requires that a guyed structure be of a size and shape sufficient to provide an adequate setback from a guy anchored to any property line abutting an urban residential district, public property or public street in addition to the size required in (4), above. A setback shall be adequate to provide a vegetative, topographic or other buffer sufficient to obscure view

to the anchor from such adjoining properties.

The applicant indicates this proposal is a self-supporting monopole without any guys. The Board finds this section is inapplicable.

K. MCC.7035(B)(6) requires all new towers to be designed to structurally accommodate the maximum number of additional users technically practicable. In particular, a cellular transmission tower such as this must accommodate at least one 2-way radio antenna for every 10 feet of the tower or at least one 2-way radio antenna for every 20 feet of the tower and at least one microwave facility.

The Board concludes that the purpose of this MCC requirement is to minimize tower proliferation. In this particular instance, evidence submitted by the applicant shows the tower is structurally capable of supporting additional users. The code also requires that towers be built to the lowest height sufficient to serve the applicant's needs, and this may reduce the chances for shared use in some circumstances. Nevertheless, the Board finds the evidence submitted by the applicant shows the proposed monopole will structurally be capable of accommodating other users. The evidence shows the proposed monopole could handle the required additional users. See page 38 of the Planning Commission Transcript for testimony by Ken Seymour, Engineering Manager for applicant. The applicant's testimony before the Planning Commission shows that the applicant is willing to enter into good faith negotiations with any potential user and the applicant has

demonstrated that its ground lease will allow shared use of the tower.

The Board concludes the applicant has sufficiently demonstrated the tower is structurally capable of accommodating additional users. The Board also finds the required conditions of approval in MCC.7035(B)(6)(f) are included in the decision.

L. MCC.7035(B)(7) requires the applicant demonstrate the tower have the least visual impact on the environment taking into consideration technical, engineering, economic and other pertinent factors. Towers 200 feet or less in height must have a galvanized finish or be painted silver. In heavy vegetation areas, towers must be painted green from the base to the tree line with the remainder painted silver or galvanized finish. Further, such towers must be illuminated as required by the Oregon State Aeronautics Division. Finally, towers must be the minimum height necessary to provide parity with existing similar tower-supported antenna and shall be free standing where the negative visual effect is less than would be created by use of a guyed tower.

Evidence shows the heavily wooded site will minimize visual impact. Moreover, the monopole will be painted to further reduce visual impact.

The applicant will comply with the color decided during Design Review.

The Oregon State Aeronautics Division requires illumination of the monopole. The applicant will comply with the requirement.

The applicant's proposed tower is a self-supporting monopole. It is at a height which is the minimum necessary to satisfy the technical aspects of the proposal. The Board concludes the above requirements are met.

The Board also concludes the ordinance's intent is to approve, where appropriate, towers above or below 200 feet in height as long as they are the lowest height useable by the applicant. The Board finds that the MCC's intent is not to limit towers to 35 feet in height as specified in the R-10 Zoning District. The Board finds that such a limitation would be inconsistent with the purpose of MCC.7035 and inconsistent with the purpose of allowing transmitting towers.

M. MCC.7035(B)(8) requires automated equipment at the tower site to the greatest extent possible to reduce traffic and congestion.

According to applicant no one will be at the site on a daily basis. The cell site will be operated by remote control from the applicant's main offices in downtown Portland. Based on system-wide averages, the applicant estimates two maintenance checks per month will be performed on this cell site. A technician using a panel-type van will be at the site for a few hours to perform routine maintenance on the equipment at each maintenance check. The applicant has had no complaints from similar sites regarding congestion or interference with other electronic equipment or noise complaints.

N. MCC.7035(B)(9) requires the applicant to provide a minimum of two parking spaces at the cell site.

The applicant will provide one parking space adjacent to the cell site and another parking space in the Racquet Club overflow parking area. The applicant indicated only one van usually arrives for the scheduled periodic maintenance. The Board concludes that the minimum number of parking spaces required have been provided.

O. MCC.7035(B)(10) requires that native vegetation be preserved to the greatest extent practicable on the site. The applicant must submit a site plan showing existing significant vegetation to be removed and that to be replanted to replace the lost vegetation.

The applicant's proposed monopole and adjacent facilities are located to preserve the large trees existing on the area. The applicant will install landscaping to augment native vegetation as required through the Design Review process. Finally, Design Review, which is a prerequisite to building permit issuance, will assure compliance. The Board concludes the applicant has minimized loss of native vegetation to the greatest practical extent and that Design Review will ensure not only retention of native vegetation but replacement of that lost.

P. MCC.7035(B)(11) requires the applicant to provide a buffer area of twenty-five (25) feet of landscaping beginning at the property line containing at least one row of Evergreen shrubs spaced no more than 5 feet apart. One row of Evergreen trees or

shrubs not less than 4 feet in height at the time of planting and spaced not more than 15 feet apart must also be provided. In lieu of these standards, the applicant may use alternative detail plan and specifications to screen and buffer the tower and its accessory uses.

The amount of native vegetation on the site and the height of the trees near the monopole provide an adequate buffer. The facility should not be visible from existing roadways or residences. The applicant has proposed no additional screen. The staff concluded that the monopole and small building will be well screened from the surrounding properties by existing vegetation. Moreover, Design Review will ensure maintenance of the screening. The Board concludes this criteria is met.

Q. MCC.7035(B)(12) requires that accessory uses be limited to only such buildings and facilities necessary to the transmission function.

The applicant proposes only the monopole and a small building to house the electronic equipment. The Board concludes that this section is met.

R. MCC.7035(B)(13) requires that the proposed tower must comply with Comprehensive Plan Policies No. 13 (Air and Water Quality and Noise Level), No. 14 (Development Limitations), No. 16 (Natural Resources), No. 19 (Community Design), No. 31 (Community Facilities) and other plan policies identified by the Planning Commission.

1. Policy No. 13.

The proposed tower does not emit noxious materials into the air, does not have any impact on water quality nor does it generate noise. The Board concludes that the proposed use complies with Policy No. 13.

2. Policy No. 14.

The site contains no known development limitations. No party submitted any substantial evidence showing the site contains any development limitations. The applicant will prepare a site analysis prior to placement of the monopole and building to assure that development limitations are neither present nor exacerbated. Such information will be submitted during the building permit process. The staff report found this policy to be met. The Board concludes that Policy No. 14 is met.

3. Policy No. 16.

The proposed cell site contains no natural resource areas. The Board finds and concludes this policy is satisfied.

4. Policy No. 19.

The proposed monopole is designed to have minimal impact. The height of the monopole is the minimum required to be an effective cell site and to serve the problem area identified in the search circle radius. The tower's painting, minimal lighting and landscaping will all serve to minimize potential conflicts between the tower and the surrounding uses. Moreover, the Design Review process will ensure further compliance

with this policy. The Board concludes that Policy No. 19 is met.

5. Policy No. 31.

The proposed facility does not require water or sewer service. All other needed utilities are available at the site. Public funds are not required for services to this site. The evidence is that the delivery of public services such as emergency response and Sheriff's patrols will be benefited by enhanced cellular service which this site will provide. The Board concludes that Policy No. 31 is met.

6. Additional Policies. The Board finds no additional policies have been identified as relevant to this proposal.

S. MCC.7035(B)(14) requires agency coordination. The applicant submitted a letter from the Federal Aviation Administration indicating that the monopole does not require notice to the FAA nor does it require markings and lighting. The applicant also submitted a letter from the Oregon State Aeronautics Division that the proposed monopole is to be lighted. The final color of the lighting can be determined in Design Review. Finally, the applicant submitted a copy of its FCC license authorizing cellular telephone services in the Portland-Vancouver area. The Board finds the agency coordination requirement met.

VI. Findings for the Variances.

The applicant requested a variance to the required front yard (south) from 30 feet to 25 feet and a variance in the required side yard (west) from 20 feet to 12 feet. The variances will allow

placement of the equipment building as shown on the site plan. One of the requested variances does not exceed twenty-five percent (25%) of the dimensional standard of the MCC and could be treated as a minor variance. The applicant, however, elected to include consideration of both variances for reduction of the required yards as part of the conditional use proceedings rather than to be considered separately as allowed by the Zoning Code. The variance criteria are discussed below:

A. The applicant must demonstrate that a circumstance or condition applies to the property or intended use that does not generally apply to other property in the same vicinity or district. Such circumstances may relate to size, shape, topography of the property or location or the size of the physical improvements on the site or nature of the use as compared to surrounding uses.

The first condition relates to the size and shape of the property. These variances would not be necessary but for the irregular shape of the right-of-way for S.W. Canyon Court taken by the government. The map of the area illustrates the irregular shape of the publicly controlled land and the resulting unusual "bite" taken out of the lot. If it were not for this unusual lot shape, there would be sufficient yard area to satisfy the setback requirements. In fact, the structure will actually be in excess of 50 feet from the street improvement. Other properties in the area are not affected by this condition.

Other conditions creating the need for the variances relate to the topography of the property and the location of

physical improvements on the site. Much of the site is sloping. By necessity, the main clubhouse and parking lots are located on the flat portion of the land. The topography limits flexibility in locating the building and parking lot. The location and size of these existing physical improvements prevent placement of the current application at a location satisfying the setback provisions.

Either of these conditions alone, lot shape or physical improvements on the site, would satisfy the variance criteria.

Petitioner claims that the case of Moore v. Clackamas County, 350 Or App 39, 580 P2d 583 (1978) precludes approval because the case prevented location of buildings from serving as the basis for a variance. The County code is substantially different from the Clackamas County code which does not specifically authorize consideration of physical improvements. See 580 P2d at 585, n.1. The County code clearly intends to permit greater flexibility than the Clackamas County. In addition, Moore indicated that the applicant had insufficient land. Here, the amount of land is sufficient. Finally, Moore found a self-created hardship. The Multnomah County code does not address self-created hardships.

Moreover, the shape of the lot alone establishes the basis for a variance, particularly since the public created the conditions preventing the applicant from meeting the standard setback requirements.

The Board concludes the applicant has demonstrated a circumstance or condition applies to this property and the intended use that does not generally apply to other property in the same vicinity or district. No other property in the area has the same unusual shape problem or comparable locational issues involving physical improvements.

The Board concludes that this variance criteria is met.

B. The zoning requirement would restrict the use of the property to a greater degree than it restricts other properties in the vicinity or district.

Other properties in the vicinity or district have already been granted variances from the required setbacks. The setbacks requested by the applicant merely bring it into conformance with the pattern already established in the area. Moreover, the building location satisfies the code's side yard setback requirements for surrounding properties which is 10'. It also satisfies the setbacks for the underlying zone on the property. The setback for the underlying zone for the property is 30' which is met.

C. The variance must not be materially detrimental to the public welfare or injurious to property in the same vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

Existing vegetation and location of the monopole on the Racquet Club site will minimize any impacts on the surrounding

area. Moreover, Design Review will ensure that visual impacts are further minimized.

Opponents argued the cell site would have adverse health effects on the neighborhood. Opponents failed to present any reliable or substantial facts or explanation of these health concerns. The applicant has sufficiently demonstrated that its proposed monopole and transmitter will be well below all county requirements pertaining to health and interference. The transmitter will be a low-power (100 watt maximum) facility.

The Board concludes that this variance criteria is met.

D. The variance will not adversely effect the realization of the comprehensive plan nor will it establish a use which is not listed in the underlying zone. The cellular tower is a permitted use in the CS overlay in the R-10 zone. The Board has previously concluded that the relevant comprehensive plan policies are met.

VII. Order and Conditions of Approval.

It is ordered by the Board of County Commissioners of Multnomah County that the decision of the Planning Commission in Case Nos. CS3-92 and HV2-92 is hereby affirmed and the application is approved.

The application is approved subject to the following conditions:

E. The applicant shall provide detailed development plans to Design Review for review and approval. Those plans shall

include, in addition to those items required by MCC.7035(A)-(G), specifics of:

1. The materials and colors of the electronic building;

- a. The provisions for maintenance of vegetative screening including the maintenance of current screening and additional screening for the structure, fence and monopole subject to approval in Design Review.

- b. The details of erosion control for any excavation and grading;and

- c. Fence materials and colors.

2. The applicant shall:

- a. Record the letter of intent required in MCC.7035(D)(5) in Miscellaneous Deeds Records of the Office of the County Recorder.

- b. Respond in a timely, comprehensive manner to a request for information from a potential shared use applicant required under MCC.7035(B)(1) and (2).

- c. Negotiate in good faith for shared use by third parties.

- d. Allow shared use where the third party seeking such use agrees in writing to pay reasonable, pro rata charges for sharing, including all charges necessary to modify the tower and transmitters to accommodate shared use, but not total tower reconstruction, and to observe whatever technical

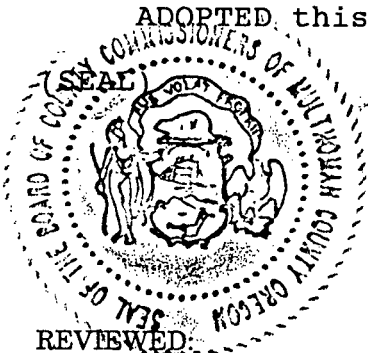
requirements are necessary to allow shared use without creating interference.

e. Willful, knowing failure of an owner whose tower was approved after the effective date of Ordinance 330, to comply with the requirement of (a) through (d) above shall be grounds for suspension or revocation of the Community Service designation. Following report of such failure, the Planning Director shall schedule a public hearing in the manner provided in MCC.8290 and .8295 to determine whether the CS designation should be suspended or revoked.

3. Such conditions shall run with the land and be binding on subsequent purchasers of the tower site.

This Order was presented to and adopted by the Board of County Commissioners of Multnomah County.

ADOPTED this 16th day of April, 1992.



By Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By John L. DuBay
John L. DuBay
Chief Assistant County Counsel

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County)
Amending Order 92-50)

ORDER 92-81

WHEREAS, This matter coming before the Board on its own motion for a rehearing under the provisions of MCC 11.8285 to consider amending a portion of page 19; and,

WHEREAS, after notice to the parties the Board held a hearing this date, and being fully advised,

NOW, THEREFORE, THE BOARD ORDERS:

The second sentence of the second full paragraph on page 19 of Order 92-50 shall be amended to read:

"The county code is substantially different from the Clackamas County Code which does not specifically authorize consideration of the location of physical improvements."

ADOPTED this 14th day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY: _____

Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon
by Jacqueline Weber

BEFORE THE BOARD OF MULTNOMAH COUNTY COMMISSIONERS

In the Matter of the Appeal of the)	
Application of Interstate)	CASE NOS. CS3-92
Mobilephone Company dba Cellular)	and HV2-92
One for Approval of Conditional)	
Use to Install a Cellular Telephone)	AMENDED FINDINGS OF #92-50A
Transmitter and for Approval of)	FACT, CONCLUSIONS AND
Variances to Permit reduced Front)	ORDER
and Side Yard Setbacks)	

I. Applicant and Nature of Request. The applicant in this matter is Interstate Mobilephone Company dba Cellular One (Applicant). The applicant requested the following approvals:

A. Conditional use to permit a radio and television transmission tower in the R-10/Community Service (CS) Zoning District.

B. Variance to permit a twenty-five (25) foot (south) front yard setback and an eight (8) foot (west) side yard setback where a thirty (30) foot front yard setback is required and a twenty (20) foot side yard setback is required, respectively.

II. Relevant Criteria. The relevant criteria in this case are Multnomah County Code (MCC) Sections 11.15.7035(B), (D), (E), and (F) and Comprehensive Plan Policies 13, 14, 16, 19 and 31 for the conditional use and MCC Section 11.15.8505 for the variances.

III. Conclusions

A. Conditional Use. The Board concludes the applicant presented substantial evidence demonstrating compliance with relevant approval criteria. Findings of Fact and Conclusions discussing the conditional use are contained in Section V.

B. Variances. The Board concludes the applicant presented substantial evidence demonstrating compliance with relevant approval criteria. Findings of Fact and Conclusions discussing the variances are contained in Section VI.

C. In addition to these findings, the Board adopts, and incorporates herein by reference, the staff report dated January 6, 1992, as well as the Planning Commission order.

IV. Issues Considered on Appeal. On February 3, 1992, the Planning Commission approved the applicant's requests by a 6 to 2 vote with 1 abstention. The opponents appealed the approval to the Board. MCC § 11.15.8270 provides for an "on the record" hearing before the Board of County Commissioners (Board) of an appeal from a Planning Commission decision. The MCC also allows the Board to hear new evidence. Opponents of this application petitioned the Board to hear new evidence. The Board rejected the request and heard the appeal on the record.

Review on the record resulted in rejection of certain additional exhibits submitted by the appellant. These documents were not shown to have been a part of the file of this case nor were they present during the hearing at the Planning Commission. A map, based upon information from the excluded documents, was also not permitted to be used during the appeal argument.

V. Findings for the Conditional Use. The proposal is consistent with the applicable MCC and Comprehensive Plan criteria and policies based on the following findings.

MCC.7035(B) contains approval criteria for new towers located in urban residential areas which require the following:

A. New towers are not permitted in urban residential districts unless the applicant makes a good faith effort to substantially demonstrate that an existing or planned tower approved after August 19, 1992 cannot accommodate the applicant's proposed antenna transmitter. MCC.7035(B)(1).

The applicant submitted evidence discussing the basic elements of cellular telephone technology. A "cell site" is the basic building block of a cellular telephone system. When a particular cell site reaches its design capacity for handling telephone communications in an efficient manner, a new cell site must be established in order to relieve the overloading. The solution to overloading is not simply a taller tower or increased power output on an existing tower but rather to reduce the power or height at that existing cell site and create a new cell site.

The mature cellular system operates most effectively when utilizing low power outputs and antenna heights of between 75 and 100 feet. Some of the applicant's facilities located at higher elevations have been or will be shortly taken off the air because they interfere with the operation of other cell sites in the system. An example of such a facility is the cell site on the KOIN tower.

Terrain also creates reception problems for cellular telephone users. Additional cell sites are often needed in hard-to-service areas due to terrain, such as this area.

The applicant's engineers have evaluated the problem area which is the area extending from the tunnel for S.W. Canyon Road to the Sylvan area near U.S. Highway 26 and established what is termed a "search circle." The search circle is approximately a one-mile radius to deal with the problem area. In order to effectively serve the cellular telephone system, the new cell site must be within this search circle to eliminate the current technical problems.

Applicant asserts no existing towers within the search circle can be used by the applicant nor do any existing buildings, water towers or other structures of sufficient height meet the cellular system's needs. The applicant contacted property owners in the area to see if a lease can be negotiated. The applicant then "field checked" each proposed site. The applicant selected the site at the Racquet Club which is within the search circle area, is of sufficient height and at a proper location to serve the problem area within that search circle and meets the need of the cellular system.

Only three towers have been approved in Multnomah County since August 19, 1982. These are located at 160 N.W. Miller Road, 17290 N.W. St. Helens Road and 1468 N.E. Brower Road. None of these are within the applicant's one-mile radius search circle and, therefore, would not alleviate the problem this cell site is intended to remedy.

The applicant testified that this small segment is a critical part of the system in order to serve cellular telephone

users between the tunnel and the Sylvan area.

The Board concludes that the applicant has made a good faith effort to substantially demonstrate that no existing or planned tower approved after August 19, 1982, can accommodate the applicant's proposed cellular telephone transmitter.

Opponents argued that commercial sites were available within one mile to serve as a cell site. Evidence in the record shows the applicant has been looking for a site to serve this problem area for approximately three years. The applicant examined sites at Sylvan, deeper in the valley and a site at the Zoo. The applicant determined none of those sites were sufficient to meet applicant's service needs which this cell site will meet.

The applicant's engineer testified the Sylvan Commercial area at U.S. Highway 26 is not a viable site for the tower because it could not serve users to the east. That is the purpose of the proposed cell site. Moreover, a location at Sylvan is not desirable because signals would "propagate" out into the Beaverton/Aloha area. See Transcript of Planning Commission hearing at 25-26. The Board concludes that the commercial sites referenced by the opponents are not suitable alternatives to this site.

B. MCC.7035(B)(2) prohibits new transmission towers on lots in urban residential districts where no similar tower exists unless the applicant makes a good faith effort to substantially demonstrate that the proposed tower cannot be located on the site of an existing or planned tower approved after August 19, 1982.

For the reasons described under A., above, the Board concludes that the applicant has made a good faith effort to substantially demonstrate and has substantially demonstrated that the proposed tower cannot be located on the site of an existing or planned tower.

C. MCC.7035(B)(3) applies to non-urban sites. This site is included in an urban residential zone, the R-10 District. The Board concludes that this section is not applicable to the application.

D. MCC.7035(B)(4)(a)(i) requires that a proposed tower be of a size and shape sufficient to provide an adequate setback from the base of the tower to a property line abutting an urban residential district to public property or public street. Setbacks shall be sufficient to provide an adequate vegetative, topographic or other buffer as provided in MCC.7035(B)(7) and (11).

MCC.7035(B)(7) concerns visual impact. The applicant is required to demonstrate that the tower will have the least visual impact on the environment, taking into consideration technical, engineering, economic and other pertinent factors.

The applicant submitted evidence showing that towers of the height proposed are usually a galvanized or silver paint unless within a substantial stand of trees. In that event, the tower shall be painted green from the base to the tree line. Either will satisfy the criteria because the monopole is not especially visible given its location and the surrounding trees. The color will be specified at Design Review.

Evidence shows the tree canopy from the surrounding trees will hide much of the tower, especially during the summer months. Moreover, the applicant can and is required to go through Design Review to select the most appropriate paint for the tower. Both the monopole and antenna can be painted any color without affecting operation of the facility. Moreover, the cell site location and tower height are dictated by the technical and engineering needs of the cellular telephone system. We find that visual impact is minimized to the extent these factors will allow.

MCC.7035(B)(11) requires landscaping at the perimeter of property which abuts streets, residences, public parks or areas with access to the general public, other than the owner of such adjoining property. Although the area to be leased by the applicant abuts S.W. Canyon Court, a public street, the proposed cell site is 150 feet from the improved roadway. This distance is explained by the large slope within the right-of-way. The applicant has indicated it will work with the county Design Review to install appropriate landscaping as required. Design Review will be adequate to insure this criteria is satisfied.

The Board concludes that the proposed condition of approval requiring Design Review approval of detailed construction and landscaping plans for compliance with all applicable standards will satisfy the above criteria because while tower height and location are controlled by engineering and technical requirements, the tower will have the least visual impact through the use of appropriate paint and use of existing and additional vegetation.

Design Review will ensure that these standards are met prior to the tower's installation and the Board concludes that this meets the code's requirements.

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The proposed monopole is designed to withstand sustained winds over 100 mph. Exhibit 3 contains the manufacturer's specifications for the monopole. The monopole's ability to sustain extreme winds has been certified by a registered engineer.

The monopole's proposed height, 96 feet, is less than the distance to any residential building. The setbacks of the tower meet the 20% of tower height requirement in MCC.7035(B)(4)(b)(ii) because it is 20 feet from the nearest property. (See Section H, below.) The proposed tower is to be

located in the southwest corner of the subject property where it will be farthest from any residential use in the immediate area. The Board finds this criteria is met.

The Board concludes that the tower's size and shape is such that adjoining property will be protected from potential tower failure and ice falling based upon evidence from the applicant's engineer. The engineer certified that ice fall would be limited to within 10 feet of the tower base and the tower base is 20 feet from the nearest property.

G. MCC.7053(B)(15) requires compliance with MCC.7035(F). MCC.7035(F) requires the public to be protected from non-ionizing electromagnetic radiation (NIER) in excess of the standard contained in MCC.7035(F)(1).

The applicant submitted Exhibit 4 showing the calculation prepared by its engineers which establishes the measurement at the nearest lot line. This measurement is calculated to be 1.553 uw/cm^2 (0.001553 mw/cm^2) and is 0.050 uw/cm^2 (0.00005 mw/cm^2) at the closest dwelling which is 250 feet to the northwest. The engineer's certification shows the tower's output to be well below the maximum required by code. As Exhibit 5 shows, the maximum output is 666 times less than the output of a microwave oven. The Board finds this criteria is satisfied.

H. A cellular tower site must be of sufficient size. MCC.7035(B)(4)(b). It is presumed to be of sufficient size when 1) it meets the requirements described in MCC.7035(B)(4)(a)(iii) and (iv), above, 2) provides a setback equal to twenty percent

(20%) of the height of the tower to any property line abutting an urban residential district, public property or public street and 3) provides a setback equal to or exceeding the rear yard setback required for the adjoining property where the adjoining property is not in an urban residential district nor public property nor a public street.

The evidence submitted by the applicant shows the proposed tower meets the requirements of MCC.7035(B)(4)(a)(iii) and (iv), above.

The final requirement [MCC.7035(B)(4)(b)(iii)] applies only when a property is not in an urban residential district nor public property nor a public street. The adjoining property at the rear yard is in an urban residential district. The Board concludes that this section is inapplicable.

I. MCC.7035(B)(4)(d) requires that structures and uses associated with the transmission use, other than the tower itself, must be located to meet the setbacks required in MCC.7025. MCC.7025 requires a 20-foot side yard setback and a 30-foot front yard setback. The applicant has requested variances to these setbacks. This is discussed in Section VI.

J. MCC.7035(B)(5) requires that a guyed structure be of a size and shape sufficient to provide an adequate setback from a guy anchored to any property line abutting an urban residential district, public property or public street in addition to the size required in (4), above. A setback shall be adequate to provide a vegetative, topographic or other buffer sufficient to obscure view

to the anchor from such adjoining properties.

The applicant indicates this proposal is a self-supporting monopole without any guys. The Board finds this section is inapplicable.

K. MCC.7035(B)(6) requires all new towers to be designed to structurally accommodate the maximum number of additional users technically practicable. In particular, a cellular transmission tower such as this must accommodate at least one 2-way radio antenna for every 10 feet of the tower or at least one 2-way radio antenna for every 20 feet of the tower and at least one microwave facility.

The Board concludes that the purpose of this MCC requirement is to minimize tower proliferation. In this particular instance, evidence submitted by the applicant shows the tower is structurally capable of supporting additional users. The code also requires that towers be built to the lowest height sufficient to serve the applicant's needs, and this may reduce the chances for shared use in some circumstances. Nevertheless, the Board finds the evidence submitted by the applicant shows the proposed monopole will structurally be capable of accommodating other users. The evidence shows the proposed monopole could handle the required additional users. See page 38 of the Planning Commission Transcript for testimony by Ken Seymour, Engineering Manager for applicant. The applicant's testimony before the Planning Commission shows that the applicant is willing to enter into good faith negotiations with any potential user and the applicant has

demonstrated that its ground lease will allow shared use of the tower.

The Board concludes the applicant has sufficiently demonstrated the tower is structurally capable of accommodating additional users. The Board also finds the required conditions of approval in MCC.7035(B)(6)(f) are included in the decision.

L. MCC.7035(B)(7) requires the applicant demonstrate the tower have the least visual impact on the environment taking into consideration technical, engineering, economic and other pertinent factors. Towers 200 feet or less in height must have a galvanized finish or be painted silver. In heavy vegetation areas, towers must be painted green from the base to the tree line with the remainder painted silver or galvanized finish. Further, such towers must be illuminated as required by the Oregon State Aeronautics Division. Finally, towers must be the minimum height necessary to provide parity with existing similar tower-supported antenna and shall be free standing where the negative visual effect is less than would be created by use of a guyed tower.

Evidence shows the heavily wooded site will minimize visual impact. Moreover, the monopole will be painted to further reduce visual impact.

The applicant will comply with the color decided during Design Review.

The Oregon State Aeronautics Division requires illumination of the monopole. The applicant will comply with the requirement.

The applicant's proposed tower is a self-supporting monopole. It is at a height which is the minimum necessary to satisfy the technical aspects of the proposal. The Board concludes the above requirements are met.

The Board also concludes the ordinance's intent is to approve, where appropriate, towers above or below 200 feet in height as long as they are the lowest height useable by the applicant. The Board finds that the MCC's intent is not to limit towers to 35 feet in height as specified in the R-10 Zoning District. The Board finds that such a limitation would be inconsistent with the purpose of MCC.7035 and inconsistent with the purpose of allowing transmitting towers.

M. MCC.7035(B)(8) requires automated equipment at the tower site to the greatest extent possible to reduce traffic and congestion.

According to applicant no one will be at the site on a daily basis. The cell site will be operated by remote control from the applicant's main offices in downtown Portland. Based on system-wide averages, the applicant estimates two maintenance checks per month will be performed on this cell site. A technician using a panel-type van will be at the site for a few hours to perform routine maintenance on the equipment at each maintenance check. The applicant has had no complaints from similar sites regarding congestion or interference with other electronic equipment or noise complaints.

N. MCC.7035(B)(9) requires the applicant to provide a minimum of two parking spaces at the cell site.

The applicant will provide one parking space adjacent to the cell site and another parking space in the Racquet Club overflow parking area. The applicant indicated only one van usually arrives for the scheduled periodic maintenance. The Board concludes that the minimum number of parking spaces required have been provided.

O. MCC.7035(B)(10) requires that native vegetation be preserved to the greatest extent practicable on the site. The applicant must submit a site plan showing existing significant vegetation to be removed and that to be replanted to replace the lost vegetation.

The applicant's proposed monopole and adjacent facilities are located to preserve the large trees existing on the area. The applicant will install landscaping to augment native vegetation as required through the Design Review process. Finally, Design Review, which is a prerequisite to building permit issuance, will assure compliance. The Board concludes the applicant has minimized loss of native vegetation to the greatest practical extent and that Design Review will ensure not only retention of native vegetation but replacement of that lost.

P. MCC.7035(B)(11) requires the applicant to provide a buffer area of twenty-five (25) feet of landscaping beginning at the property line containing at least one row of Evergreen shrubs spaced no more than 5 feet apart. One row of Evergreen trees or

shrubs not less than 4 feet in height at the time of planting and spaced not more than 15 feet apart must also be provided. In lieu of these standards, the applicant may use alternative detail plan and specifications to screen and buffer the tower and its accessory uses.

The amount of native vegetation on the site and the height of the trees near the monopole provide an adequate buffer. The facility should not be visible from existing roadways or residences. The applicant has proposed no additional screen. The staff concluded that the monopole and small building will be well screened from the surrounding properties by existing vegetation. Moreover, Design Review will ensure maintenance of the screening. The Board concludes this criteria is met.

Q. MCC.7035(B)(12) requires that accessory uses be limited to only such buildings and facilities necessary to the transmission function.

The applicant proposes only the monopole and a small building to house the electronic equipment. The Board concludes that this section is met.

R. MCC.7035(B)(13) requires that the proposed tower must comply with Comprehensive Plan Policies No. 13 (Air and Water Quality and Noise Level), No. 14 (Development Limitations), No. 16 (Natural Resources), No. 19 (Community Design), No. 31 (Community Facilities) and other plan policies identified by the Planning Commission.

1. Policy No. 13.

The proposed tower does not emit noxious materials into the air, does not have any impact on water quality nor does it generate noise. The Board concludes that the proposed use complies with Policy No. 13.

2. Policy No. 14.

The site contains no known development limitations. No party submitted any substantial evidence showing the site contains any development limitations. The applicant will prepare a site analysis prior to placement of the monopole and building to assure that development limitations are neither present nor exacerbated. Such information will be submitted during the building permit process. The staff report found this policy to be met. The Board concludes that Policy No. 14 is met.

3. Policy No. 16.

The proposed cell site contains no natural resource areas. The Board finds and concludes this policy is satisfied.

4. Policy No. 19.

The proposed monopole is designed to have minimal impact. The height of the monopole is the minimum required to be an effective cell site and to serve the problem area identified in the search circle radius. The tower's painting, minimal lighting and landscaping will all serve to minimize potential conflicts between the tower and the surrounding uses. Moreover, the Design Review process will ensure further compliance

with this policy. The Board concludes that Policy No. 19 is met.

5. Policy No. 31.

The proposed facility does not require water or sewer service. All other needed utilities are available at the site. Public funds are not required for services to this site. The evidence is that the delivery of public services such as emergency response and Sheriff's patrols will be benefited by enhanced cellular service which this site will provide. The Board concludes that Policy No. 31 is met.

6. Additional Policies. The Board finds no additional policies have been identified as relevant to this proposal.

S. MCC.7035(B)(14) requires agency coordination. The applicant submitted a letter from the Federal Aviation Administration indicating that the monopole does not require notice to the FAA nor does it require markings and lighting. The applicant also submitted a letter from the Oregon State Aeronautics Division that the proposed monopole is to be lighted. The final color of the lighting can be determined in Design Review. Finally, the applicant submitted a copy of its FCC license authorizing cellular telephone services in the Portland-Vancouver area. The Board finds the agency coordination requirement met.

VI. Findings for the Variances.

The applicant requested a variance to the required front yard (south) from 30 feet to 25 feet and a variance in the required side yard (west) from 20 feet to 12 feet. The variances will allow

placement of the equipment building as shown on the site plan. One of the requested variances does not exceed twenty-five percent (25%) of the dimensional standard of the MCC and could be treated as a minor variance. The applicant, however, elected to include consideration of both variances for reduction of the required yards as part of the conditional use proceedings rather than to be considered separately as allowed by the Zoning Code. The variance criteria are discussed below:

A. The applicant must demonstrate that a circumstance or condition applies to the property or intended use that does not generally apply to other property in the same vicinity or district. Such circumstances may relate to size, shape, topography of the property or location or the size of the physical improvements on the site or nature of the use as compared to surrounding uses.

The first condition relates to the size and shape of the property. These variances would not be necessary but for the irregular shape of the right-of-way for S.W. Canyon Court taken by the government. The map of the area illustrates the irregular shape of the publicly controlled land and the resulting unusual "bite" taken out of the lot. If it were not for this unusual lot shape, there would be sufficient yard area to satisfy the setback requirements. In fact, the structure will actually be in excess of 50 feet from the street improvement. Other properties in the area are not affected by this condition.

Other conditions creating the need for the variances relate to the topography of the property and the location of

physical improvements on the site. Much of the site is sloping. By necessity, the main clubhouse and parking lots are located on the flat portion of the land. The topography limits flexibility in locating the building and parking lot. The location and size of these existing physical improvements prevent placement of the current application at a location satisfying the setback provisions.

Either of these conditions alone, lot shape or physical improvements on the site, would satisfy the variance criteria.

Petitioner claims that the case of Moore v. Clackamas County, 350 Or App 39, 580 P2d 583 (1978) precludes approval because the case prevented location of buildings from serving as the basis for a variance. The County code is substantially different from the Clackamas County code which does not specifically authorize consideration of the location of physical improvements. See 580 P2d at 585, n.1. The County code clearly intends to permit greater flexibility than the Clackamas County. In addition, Moore indicated that the applicant had insufficient land. Here, the amount of land is sufficient. Finally, Moore found a self-created hardship. The Multnomah County code does not address self-created hardships.

Moreover, the shape of the lot alone establishes the basis for a variance, particularly since the public created the conditions preventing the applicant from meeting the standard setback requirements.

The Board concludes the applicant has demonstrated a circumstance or condition applies to this property and the intended use that does not generally apply to other property in the same vicinity or district. No other property in the area has the same unusual shape problem or comparable locational issues involving physical improvements.

The Board concludes that this variance criteria is met.

B. The zoning requirement would restrict the use of the property to a greater degree than it restricts other properties in the vicinity or district.

Other properties in the vicinity or district have already been granted variances from the required setbacks. The setbacks requested by the applicant merely bring it into conformance with the pattern already established in the area. Moreover, the building location satisfies the code's side yard setback requirements for surrounding properties which is 10'. It also satisfies the setbacks for the underlying zone on the property. The setback for the underlying zone for the property is 30' which is met.

C. The variance must not be materially detrimental to the public welfare or injurious to property in the same vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

Existing vegetation and location of the monopole on the Racquet Club site will minimize any impacts on the surrounding

area. Moreover, Design Review will ensure that visual impacts are further minimized.

Opponents argued the cell site would have adverse health effects on the neighborhood. Opponents failed to present any reliable or substantial facts or explanation of these health concerns. The applicant has sufficiently demonstrated that its proposed monopole and transmitter will be well below all county requirements pertaining to health and interference. The transmitter will be a low-power (100 watt maximum) facility.

The Board concludes that this variance criteria is met.

D. The variance will not adversely effect the realization of the comprehensive plan nor will it establish a use which is not listed in the underlying zone. The cellular tower is a permitted use in the CS overlay in the R-10 zone. The Board has previously concluded that the relevant comprehensive plan policies are met.

VII. Order and Conditions of Approval.

It is ordered by the Board of County Commissioners of Multnomah County that the decision of the Planning Commission in Case Nos. CS3-92 and HV2-92 is hereby affirmed and the application is approved.

The application is approved subject to the following conditions:

E. The applicant shall provide detailed development plans to Design Review for review and approval. Those plans shall

include, in addition to those items required by MCC.7035(A)-(G), specifics of:

1. The materials and colors of the electronic building;

- a. The provisions for maintenance of vegetative screening including the maintenance of current screening and additional screening for the structure, fence and monopole subject to approval in Design Review.

- b. The details of erosion control for any excavation and grading;and

- c. Fence materials and colors.

2. The applicant shall:

- a. Record the letter of intent required in MCC.7035(D)(5) in Miscellaneous Deeds Records of the Office of the County Recorder.

- b. Respond in a timely, comprehensive manner to a request for information from a potential shared use applicant required under MCC.7035(B)(1) and (2).

- c. Negotiate in good faith for shared use by third parties.

- d. Allow shared use where the third party seeking such use agrees in writing to pay reasonable, pro rata charges for sharing, including all charges necessary to modify the tower and transmitters to accommodate shared use, but not total tower reconstruction, and to observe whatever technical

requirements are necessary to allow shared use without creating interference.

e. Willful, knowing failure of an owner whose tower was approved after the effective date of Ordinance 330, to comply with the requirement of (a) through (d) above shall be grounds for suspension or revocation of the Community Service designation. Following report of such failure, the Planning Director shall schedule a public hearing in the manner provided in MCC.8290 and .8295 to determine whether the CS designation should be suspended or revoked.

3. Such conditions shall run with the land and be binding on subsequent purchasers of the tower site.

This Order was presented to and adopted by the Board of County Commissioners of Multnomah County.

ADOPTED this 14th day of May, 1992.



By Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By John L. DuBay
John L. DuBay
Chief Assistant County Counsel

O:\FILES\214JLD\mw

MAY 14 1992
R-3

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 07 1992
Agenda No. R-3A+B

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Request for Exception to Ordinance 560
to Permit Repurchase by Former Owner

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Attached is a letter from Carey M. Sheldon, former owner of 2 properties at 5921 SE 77th Avenue and a vacant adjacent lot, Legal Description: WOODMERE, S 1/2 OF LOTS 23 & 24, BLOCK 10 AND N 1/2 OF LOTS 23 & 24, BLOCK 10. (Enclosure 1) Mr. Sheldon is requesting that he be allowed to buy the property back from Multnomah County at this time.

The property was deeded to Multnomah County on July 16, 1991 by the Tax Collector. The property has been occupied by Gary Monaco, a former employee of Mr. Sheldon's. (Enclosure 2)

MC Ordinance 560 provides for repurchase by former owners for up to 90 days from the date of notice from the county. That period expired Oct 31, 1991.

MC Ordinance 577 provides that when a property is occupied by a person without resources to acquire alternative housing, efforts to sell the property shall be suspended pending further direction from the Board of County Commissioners.

(OVER)

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

TABLED

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Paul Garbrough / bkw

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) LD

OTHER Facilities & Property Management R. Beret

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 APR 27 PM 2:30

100-1-1000

11. If the Board decides to approve the repurchase, documents to accomplish the transfer are attached at Enclosure 3.

SHELDON HOMES
9300 SE Bell Ave., Suite 202
Milwaukie Or 97222
(503) 777-9222

April 8, 1992

Multnomah County Board of Commissioners RE: Accts 92660-2430/92660-2450
c/o Mr. Laurence Baxter 5921 SE 77th
Multnomah County Tax Title Unit Portland, Or.
2505 SE 11th Ave.
Portland Or. 97202

Dear Sirs,

I would like to request a resolution be passed allowing me the opportunity to repurchase the property cited above, which was foreclosed upon by Multnomah County for non-payment of property taxes. This property has been in my family since 1956. This is the home I was raised in and do want to keep the property.

I was initially notified by my mortgagee, STM Mortgage Company July 24, 1991 that the property taxes had accumulated unpaid for three years. I contacted Multnomah County immediately to discuss the situation and learned the foreclosure deed was in process as of May 15, 1991. Further investigation revealed all notification sent to me by the county had been sent to a residence I moved from two years previously, resulting in no forwarded mail. This, evidently, included a notice sent by certified mail, which I never received.

September 4, 1991, we received notice from Multnomah County dated August 1, 1991, outlining our options to redeem the property by September 30, 1991. As this property was being rented out to "an almost member of the family", I would not be eligible to redeem the property on a contract purchase in installments. The only option available to me was to pay the entire amount outstanding in property taxes, \$21,730.33.

I have been a residential home builder for the past 11 years. After the out break of the Persian Gulf war, the real estate market came to almost a complete standstill. I had 11 completed homes that I virtually could not "give away". Needless to say, I found myself in an extremely cash poor situation from March, 1991 until now, when I've finally been able to sell some of my inventory and recover some of the cash equity in the properties.

ENCL 1,

Prior to the Sept. 30th deadline, I had tried to borrow the funds to redeem the 77th street property from private sources as well as through commercial lenders, to no avail. A refinance of the home in the early 1980's has left me with a loan balance that is almost equal to the market value of the home. Without adequate equity in the property, my lenders would not grant me a loan against the property to pay the taxes. I was not intentionally negligent in missing the repurchase deadline, as this has been one of my priorities since I have started getting back on my feet. I simply did not have the cash.

It is my sincere desire to keep the home in our family. I would appreciate your consideration in accepting my cashier's check to repurchase the property in the amount of \$22,789.63 and pass the necessary resolution allowing my repurchase rather than your auctioning of the property.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carey M. Sheldon', with a long horizontal flourish extending to the right.

Carey M. Sheldon
SHELDON HOMES

JB:s
enc.

ENCL 12

12-18-91

GARY MONACO
5921 SE 77TH
Portland, OR
97206

777-3084

Multnomah Cnty
Tax Title Unit

Page 1 of 3

*AHN - LARRY BAXTER

RE: Property at 5921 SE 77TH Port, OR

As per our phone conversation I am writing you this letter explaining my circumstances.

Approximately 1 1/2 years ago Carey Sheldon came to me and offered me a job with a future, a work truck, and a home in SE Portland. I started working for Sheldon Homes a few days later a couple months later he got me a truck then in Dec 1990 I moved in my present address, with the agreement that for low rent \$550 a month I would spend at least 2 days a month on the house.

Things were going well, houses were selling, and I was acclimating at my work.

In mid summer the bottom dropped out for Mr. Sheldon. Homes stopped selling

ENCL 2

Cont.

he had a hard time making payroll. Finally the day came when he could not afford to keep me on so in Oct he layed me off. With my new Construction experiance I kept busy doing side jobs, then that ran out, now I'm on unemployment \$504 a month, bills are pilling up. ON Dec. 9th I got a letter from Mr. Sheldon asking me to return the truck and to vacate the property by Jan 1st.

I understand Mr. Sheldon has the rest of this year to buy the property back from Mult. Cnty.

Mr. Baxter and staff - I beg of you to let my son and I stay ~~here~~ here and rent this property from you. I promise to keep the property up and continue to fix the house up with those construction skills I have aquired, also to comply with all landlord tenant laws and to keep rent current as per any agreement we may come to.

Continued ✓

ENCL 2

Cont.

In Closing. If you become the owner of the property, please accept ~~a~~ us as your tenants. If possible in the future we would like the opportunity to purchase the property. I am a very hard working young single parent, and do not expect to be out of work for long.

Thank You!

Sincerely

Jay Marcus

P.S. I am searching for a reasonably priced renters ins. policy. Correspondence to follow.

Please keep me advised of any developments.

Thanks again

Jay

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703A for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAREY M. SHELDON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$6,096.64 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WOODMERE
S 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 7th day of May , 1992

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

Gladys McCoy
Multnomah County Chair

By ALD B

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703A for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

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WOODMERE
S 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 7th day of May , 1992

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

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

Gladys McCoy
Multnomah County Chair

By 

DEED D92703A

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

WOODMERE
S 1/2 OF LOTS 23 & 24, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,096.64.

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 of County Planning department to verify approved uses.

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

9300 SE BELL AVE, SUITE 202
MILWAUKIE, OR 97222

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of May, 1992 by authority of an Order of said Board of County Commissioners heretofore entered of record.

(SEAL)

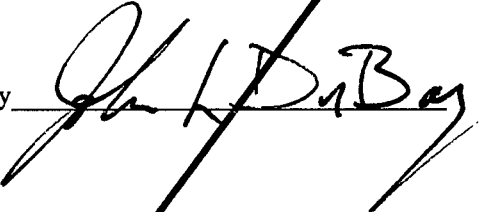
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Multnomah County Chair

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

By



By

STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this 7th day of May, 1992, before me, a Notary Public in and for said County and State, personally appeared Merlin G. Reynolds, to me personally known, who being duly sworn did say that he, Merlin G. Reynolds, is authorized by Gladys McCoy, Board of Commissioners Chair - Multnomah County, Oregon to sign official County documents on behalf of the said Gladys McCoy, and that the seal affixed to said instrument is the corporate seal of said Multnomah County and that said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, by Merlin G. Reynolds on behalf of the said Gladys McCoy, and the said instrument to be the free act and deed of said County.

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

Notary Public for Oregon

My Commission Expires January 18, 1993

Encl 38

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 7th day of May , 1992, A.D., before me, a Notary Public in and for County and State, Personally appeared GLADYS McCOY, to me personally known, County Chair of Multnomah County, Oregon, to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and said GLADYS McCOY acknowledged said instrument to be the free act and deed of Multnomah County.

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

(SEAL)

Carrie Anne Parkerson
Notary Public for Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703B for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAREY M. SHELDON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$16,904.92 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WOODMERE
N 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 7th day of May , 1992

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

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

Gladys McCoy
Multnomah County Chair

By _____
[Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703B for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAREY M. SHELDON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$16,904.92 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WOODMERE
N 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 7th day of May , 1992

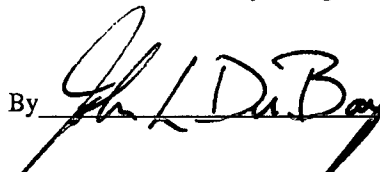
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

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

Gladys McCoy
Multnomah County Chair

By



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

WOODMERE
N 1/2 OF LOTS 23 & 24, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,904.92.

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 of County Planning department to verify approved uses.

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

9300 SE BELL AVE, SUITE 202
MILWAUKIE, OR 97222

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of May, 1992 by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Gladys McCoy
Multnomah County Chair

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

By

[Signature]

By

STATE OF OREGON)

COUNTY OF MULTNOMAH)

On this _____ day of _____ 1992, before me, a Notary Public in and for said County and State, personally appeared Merlin G. Reynolds, to me personally known, who being duly sworn did say that he, Merlin G. Reynolds, is authorized by Gladys McCoy, Board of Commissioners Chair - Multnomah County, Oregon to sign official County documents on behalf of the said Gladys McCoy, and that the seal affixed to said instrument is the corporate seal of said Multnomah County and that said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, by Merlin G. Reynolds on behalf of the said Gladys McCoy, and the said instrument to be the free act and deed of said County.

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

Notary Public for Oregon

My Commission Expires _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH) ss

On this 7th day of May , 1992, A.D., before me, a Notary Public in and for County and State, Personally appeared GLADYS McCOY, to me personally known, County Chair of Multnomah County, Oregon, to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and said GLADYS McCOY acknowledged said instrument to be the free act and deed of Multnomah County.

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

(SEAL)

Carrie Anne Parkerson
Notary Public for Oregon

0516C

In the Matter of the Execution of Deed)
D92703A for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It further appearing that on August 1, 1991, the former owner was given the opportunity to repurchase the property within ninety (90) days as provided by Multnomah County Ordinance 560 and that he failed to do so. The former owner has now requested an exception to the provisions of Multnomah County Ordinance 560 to repurchase said property for the amount of \$6,896.64 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

Dated at Portland, Oregon this 14 day of May, 1992

(SEAL)

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

Gladys McCoy
Multnomah County Chair

~~By~~

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703A for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAREY M. SHELDON is the former record owner thereof.

It further appearing that on August 1, 1991, the former owner was given the opportunity to repurchase the property within ninety (90) days as provided by Multnomah County Ordinance 560 and that he failed to do so. The former owner has now requested an exception to the provisions of Multnomah County Ordinance 560 to repurchase said property for the amount of \$6,896.64 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WOODMERE
S 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 14 day of May, 1992

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

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

Gladys McCoy
Multnomah County Chair

By _____


DEED D92703A

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

WOODMERE
S 1/2 OF LOTS 23 & 24, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,896.64.

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 of County Planning department to verify approved uses.

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

9300 SE BELL AVE, SUITE 202
MILWAUKIE, OR 97222

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14 day of May, 1992 by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Gladys McCoy
Multnomah County Chair

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

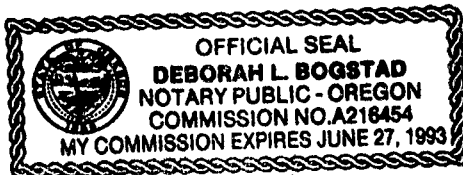
By _____

By _____

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 14th day of May, 1992, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that said instrument was signed and sealed on behalf of said County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Notary Public for Oregon
My Commission expires: 6/27/93

MAY 14 1992

R-4

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 07 1992
Agenda No. R-4 A+B

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Request for Exception to Ordinance 560
to Permit Repurchase by Former Owner

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property ManagementCONTACT Larry Baxter TELEPHONE 248-3590*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Attached is a letter from Carey M. Sheldon, former owner of 2 properties at 5921 SE 77th Avenue and a vacant adjacent lot, Legal Description: WOODMERE, S 1/2 OF LOTS 23 & 24, BLOCK 10 AND N 1/2 OF LOTS 23 & 24, BLOCK 10. (Enclosure 1) Mr. Sheldon is requesting that he be allowed to buy the property back from Multnomah County at this time.

The property was deeded to Multnomah County on July 16, 1991 by the Tax Collector. The property has been occupied by Gary Monaco, a former employee of Mr. Sheldon's. (Enclosure 2)

MC Ordinance 560 provides for repurchase by former owners for up to 90 days from the date of notice from the county. That period expired Oct 31, 1991.

MC Ordinance 577 provides that when a property is occupied by a person without resources to acquire alternative housing, efforts to sell the property shall be suspended pending further direction from the Board of County Commissioners.

(OVER)

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

TABLED

PERSONNEL

☒ FISCAL/BUDGETARY☒ General Fund☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: John Paul Garbrough / bkw

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) LDOTHER Facilities & Property Management R/Pherit

BOARD OF
COUNTY COMMISSIONERS
1992 APR 27 PM 2:30
MULTNOMAH COUNTY
OREGON

If the Board decides to approve the repurchase, documents to accomplish the transfer are attached at Enclosure 3.

SHELDON HOMES
9300 SE Bell Ave., Suite 202
Milwaukie Or 97222
(503) 777-9222

April 8, 1992

Multnomah County Board of Commissioners RE: Accts 92660-2430/92660-2450
c/o Mr. Laurence Baxter 5921 SE 77th
Multnomah County Tax Title Unit Portland, Or.
2505 SE 11th Ave.
Portland Or. 97202

Dear Sirs,

I would like to request a resolution be passed allowing me the opportunity to repurchase the property cited above, which was foreclosed upon by Multnomah County for non-payment of property taxes. This property has been in my family since 1956. This is the home I was raised in and do want to keep the property.

I was initially notified by my mortgagee, STM Mortgage Company July 24, 1991 that the property taxes had accumulated unpaid for three years. I contacted Multnomah County immediately to discuss the situation and learned the foreclosure deed was in process as of May 15, 1991. Further investigation revealed all notification sent to me by the county had been sent to a residence I moved from two years previously, resulting in no forwarded mail. This, evidently, included a notice sent by certified mail, which I never received.

September 4, 1991, we received notice from Multnomah County dated August 1, 1991, outlining our options to redeem the property by September 30, 1991. As this property was being rented out to "an almost member of the family", I would not be eligible to redeem the property on a contract purchase in installments. The only option available to me was to pay the entire amount outstanding in property taxes, \$21,730.33.

I have been a residential home builder for the past 11 years. After the out break of the Persian Gulf war, the real estate market came to almost a complete standstill. I had 11 completed homes that I virtually could not "give away". Needless to say, I found myself in an extremely cash poor situation from March, 1991 until now, when I've finally been able to sell some of my inventory and recover some of the cash equity in the properties.

ENCL 1,

Prior to the Sept. 30th deadline, I had tried to borrow the funds to redeem the 77th street property from private sources as well as through commercial lenders, to no avail. A refinance of the home in the early 1980's has left me with a loan balance that is almost equal to the market value of the home. Without adequate equity in the property, my lenders would not grant me a loan against the property to pay the taxes. I was not intentionally negligent in missing the repurchase deadline, as this has been one of my priorities since I have started getting back on my feet. I simply did not have the cash.

It is my sincere desire to keep the home in our family. I would appreciate your consideration in accepting my cashier's check to repurchase the property in the amount of \$22,789.63 and pass the necessary resolution allowing my repurchase rather than your auctioning of the property.

Sincerely,



Carey M. Sheldon
SHELDON HOMES

JB:s
enc.

ENCL 12

12-18-91

GARY MONACO
5921 SE 77th
Portland, OR
97206

777-3084

Multnomah City
Tax Title Unit

Page 1 of 3

*AHn - LARRY BAXTER

RE: Property at 5921 SE 77th Port, OR

As per our phone conversation I am writing you this letter explaining my circumstances.

Approximately 1 1/2 years ago Carey Sheldon came to me and offered me a job with a future, a work truck, and a home in SE. portland. I started working for Sheldon Homes a few days later a couple months later he got me a truck then in Dec 1990 I moved in my present address, with the agreement that for low rent \$550 a month I would spend at least 2 days a month on the house.

Things were going well, houses were selling, and I was acclimating at my work.

I mid summer the bottom dropped out for Mr. Sheldon. Homes stopped selling

Cont.

he had a hard time making payroll. Finally the day came when he could not afford to keep me on so in Oct he laid me off. With my new Construction experience I kept busy doing side jobs, then that ran out, now I'm on unemployment \$504 a month, bills are piling up. On Dec. 9th I got a letter from Mr. Sheldon asking me to return the truck and to vacate the property by Jan 1st.

I understand Mr. Sheldon has the rest of this year to buy the property back from Mult. Cnty.

Mr. Baxter and staff - I beg of you to let my son and I stay ~~here~~ here and rent this property from you.

I promise to keep the property up and continue to fix the house up, with those construction skills I have acquired, also to comply with all landlord tenant laws and to keep rent current as per any agreement we may come to.

Cont.

In Closing. If you become the owner of the property, please accept ~~a~~ us as your tenants. If possible in the future we would like the opportunity to purchase the property. I am a very hard working young single parent, and do not expect to be out of work for long.

Thank You !

Sincerely

Jay Marano

P.S. I am searching for a reasonably priced renters ins. policy. Correspondence to follow.

Please keep me advised of any developments.

Thanks again

Jay

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed)
D92703B for Certain Tax Acquired Property to) ORDER
CAREY M. SHELDON)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAREY M. SHELDON is the former record owner thereof.

It further appearing that on August 1, 1991, the former owner was given the opportunity to repurchase the property within ninety (90) days as provided by Multnomah County Ordinance 560 and that he failed to do so. The former owner has now requested an exception to the provisions of Multnomah County Ordinance 560 to repurchase said property for the amount of \$17,704.92 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WOODMERE
N 1/2 OF LOTS 23 & 24, BLOCK 10

Dated at Portland, Oregon this 14 day of May , 1992

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

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

Gladys McCoy
Multnomah County Chair

By _____


In the Matter of the Execution of Deed)
D92703B for Certain Tax Acquired Property to) ORDER
CAREY M. SHELTON)

By

DEED D92703B

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

WOODMERE
N 1/2 OF LOTS 23 & 24, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$17,704.92.

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 of County Planning department to verify approved uses.

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

9300 SE BELL AVE, SUITE 202
MILWAUKIE, OR 97222

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 14 day of May, 1992 by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

(SEAL)

Gladys McCoy
Multnomah County Chair

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

DEED APPROVED:
F. Wayne George, Director
Facilities and Property Management

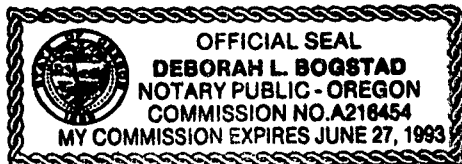
By _____

By _____

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 14th day of May, 1992, before me, a Notary Public in and for said County and State, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that said instrument was signed and sealed on behalf of said County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date MAY 14 1992.

Agenda No. R-5.

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF LAND SALES CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

1. Request cancellation of Land Sales Contract #15447 under the provision of ORS 275.180.

2. Purchaser has failed to make the monthly payments as required by contract, has failed to pay taxes lawfully assessed and levied against said property.

5/15/92 copy to Larry Baxter

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[] FISCAL/BUDGETARY

[] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract JLD .

OTHER: FACILITIES MANAGEMENT RJD .
(Purchasing, Facilities Management, etc)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -4 PM 4:27

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15447)
between Multnomah County, Oregon and) ORDER
VERNON JONES) 92-82
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, VERNON JONES, by contract dated February 24, 1988, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

FILLEY PK
LOT 8 & 9, BLOCK 1

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$73.53 since August 15, 1991 for a total of \$294.12 and that purchaser failed and neglected to pay before delinquency taxes for the years 1988/89, 1989/90, 1990/91 & 1991/92 in the amount of \$1,963.32 plus interest which were lawfully assessed and levied against said property.

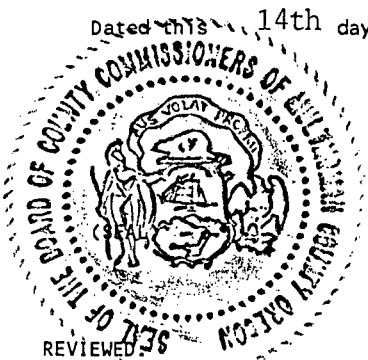
It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order, as a summons is served, upon VERNON JONES at 6633 SE 92nd Ave Portland, Oregon 97266 and a return of service be made upon such copy.

Dated this 14th day of May, 1992.



Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Multnomah County Chair

Meeting Date: MAY 14 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Sale of Edgefield County Farm Property to GSL Homes, INC.

SUBJECT: _____

BCC Informal May 12, 1992
(date)

BCC Formal May 14, 1992
(date)

DEPARTMENT Environmental Services

DIVISION Facilities & Property Management

CONTACT Bob Oberst

TELEPHONE 248-3851

PERSON(S) MAKING PRESENTATION F. Wayne George/Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The proposed sale of approximately 90 acres of County Farm Land includes 70 acres intended for single family development at a sale price of \$23,000 per acre and 20 acres intended for multifamily and commercial development at \$30,000 per acre. The sale is proposed pursuant to the Board's Resolution #90-122 regarding marketing of the property. The sale prices are consistent with a 1991 independent appraisal of value.

5/15/92 original Real Estate purchase
agreements & copies of order &
agreement to Bob Oberst

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL [Signature]

Or

DEPARTMENT MANAGER [Signature]

Paul Yarbrough/bku

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -4 AM 10:21

Meeting Date: May 14, 1992

Agenda No.: _____

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Sale of Surplus County Land at the Multnomah County Farm

BOARD BRIEFING May 12, 1992 REGULAR MEETING May 14, 1992
(date) (date)

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT F. Wayne George/Bob Oberst TELEPHONE 248-3322/248-3851

PERSON(S) MAKING PRESENTATION F. Wayne George and Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICE DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

REAL ESTATE PURCHASE AGREEMENT in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Sections 26 and 35, Township 1 North, Range 3 East, W.M., Troutdale, Multnomah County, Oregon, to GSL Homes Inc.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER R. Oberst

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 MAY - 1 PM 3:20
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of Surplus)
County Land at the Multnomah County)
Farm in Sections 26 and 35, Township 1)
North, Range 3 East, W.M., Troutdale,)
Multnomah County, Oregon.)

O R D E R
92-83

It appearing that the real property consisting of approximately ninety acres of land and described in the REAL ESTATE PURCHASE AGREEMENT before the Board this date is surplus to the needs of Multnomah County and is zoned by the City of Troutdale for General Commercial and Open Space uses only, thus is suitable for commercial use and constitutes an industrial facility as defined by ORS 271.510; and

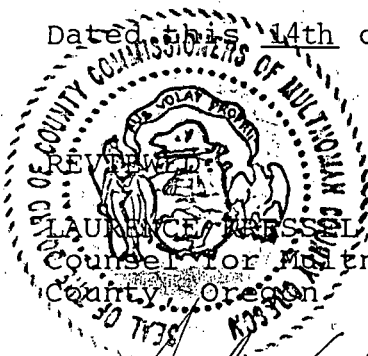
It appearing that GSL Homes Inc., an Oregon Corporation, has offered to purchase the said real property for the sum consisting of \$23,000.00 per acre for land which will be approved by the City of Troutdale for development for single family residential use and \$30,000.00 per acre for land which will be approved for development for multi family residential and commercial uses; and

It appearing that said offer price is within the fair market value as determined by independent appraisal and appraisal by Multnomah County; and

It appearing that the sale will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this REAL ESTATE PURCHASE AGREEMENT before the Board this date and any deeds or other documents required for completion of this sale and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 14th day of May, 1992.



LAURENCE KESSLER, County
Counsel for Multnomah
County, Oregon

By

John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
County Chair

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 1992, by and between Multnomah County ("Seller"), and GSL Homes, Inc., an Oregon corporation and/or its assigns ("Buyer").

ARTICLE I

AGREEMENT TO SELL AND PURCHASE; PURCHASE PRICE

1.01 Agreement to Sell and Purchase. Seller is the owner of that certain real property consisting of approximately 90 acres of land located in Multnomah County, Oregon and more particularly described on Exhibit "A" attached hereto (the "Property"). Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller the Property (which may be in one or more parcels) to be designated and described in Buyer's Survey (as hereinafter defined), for the consideration and subject to the terms and conditions set forth in this Agreement.

1.02 Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") shall be equal to the product obtained by multiplying (i) \$23,000.00 times the Net Area (as hereinafter defined) of all portions of the Property zoned for single-family residential use, as determined by the Survey, less Offsite Costs (as defined below), and (ii) \$30,000 times the Net Area of all portions of the Property zoned for multi-family or commercial use.

(a) Purchase Price Net of Offsite Land Requirements. Any portion of the Property required by the State of Oregon for the proposed Mount Hood Parkway or by the City of Troutdale for parks, as a condition to Buyer's development of the Property ("Offsite Land Requirements"), shall not be included in this sale, but shall be handled by separate transactions between Seller and the State and City, respectively, Seller shall execute such transactions in such manner and at such time or times as shall allow Buyer to comply with any such requirements imposed by the State and the City.

(b) Payment of Purchase Price. Buyer shall pay to Seller, through the Escrow Agent (as hereinafter defined), the entire Purchase Price for the portion of the Property then being purchased at the Closing of such purchase.

1.03 Phased Purchase. Buyer shall have the right to purchase the Property in installments during the period (the "Contract Period") commencing on the Initial Closing Date and ending on the fifth anniversary of the Initial Closing Date, unless extended, as provided below. However, if Buyer does not close the purchase of a minimum of 20% of the original acreage of the Property within each of the five twelve-month periods commencing with the Initial Closing Date and the first, second, third and fourth anniversaries thereof, respectively (each of which shall be referred to herein as a "Contract Year"), then this Agreement shall expire on the last day of such Contract Year, and Buyer shall forfeit whatever portion of the Earnest Money that then remains in escrow. For example, if Buyer fails to purchase a minimum of 20% of the original acreage of the Property between the second and third anniversaries of the Initial Closing Date, then the Agreement would automatically expire on the third anniversary of the Initial Closing Date at 12:00 a.m. local time. Additional closing dates shall be established between the parties for purchases of subsequent phases.

(a) One-Time Extension. Notwithstanding the provisions set forth above governing the expiration of this Agreement, Buyer may, one time only, and only during the fifth and last Contract Year, extend the Contract Period for one year, by paying to Seller, through the Escrow Agent, an extension fee of Ten-Thousand dollars (\$10,000.00) in non-refundable cash prior to the fourth anniversary of the Initial Closing Date, and giving notice to Seller of its election to so extend the Contract Period, provided that Buyer has, by the time of the fourth anniversary of the Initial Closing Date, closed the purchase of at least 80% of the Property, measured by Net Area. Such extension fee shall be credited to Buyer at the closing of the remainder of the Property.

(b) Purchase Price. The Purchase Price for the Property purchased after the Initial Closing Date and during the Contract Period shall be calculated in the same manner set forth in Section 1.02 for the calculation of the Purchase Price for the Property and shall be payable in the same manner set forth in Section 1.02 (b); provided however, that the Purchase Price will increase above the Purchase Price in the same proportion that the Consumer Price Index entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84 = 100" ("CPI") increases between the month in which the Initial Closing Date occurs and the month in which occurs the closing date for the portion of the Property then being closed.

1.04 Earnest Money. Within five (5) business days of the date this Agreement is executed by all parties (the "Date Hereof"), Buyer shall deposit with Escrow Agent, together with a copy of this Agreement, Buyer's promissory note payable to Seller in the amount

\$50,000, as earnest money to bind this sale (the "Earnest Money"). At the Initial Closing, Seller shall replace the \$50,000 note with \$40,000 cash to be deposited in an interest-bearing account with the interest accrued thereon to be considered Earnest Money as well. At each subsequent closing, \$10,000 of the Earnest Money shall be applied to the Purchase Price and the remainder shall remain in escrow. In the event Seller becomes entitled to the remaining Earnest Money due to Buyer's default, as set forth in Article IV, Escrow Agent shall release the same to Seller.

ARTICLE II

CONTINGENCIES TO BUYER'S OBLIGATIONS

The performance of Buyer hereunder is conditioned upon both of the following contingencies being satisfied within three (3) months after the Date Hereof (the "Contingency Period"):

2.01 Preliminary Plat Approval. Buyer shall have obtained, within the Contingency Period, preliminary plat approval by City of Troutdale of Buyer's proposed plat and development plan for the Property with all appeal periods expired ("Preliminary Plat Approval").

(a) Seller's Survey. Seller will cause to be prepared a current, on-the-ground survey of the Land, prepared by Multnomah County Surveyors (the "Seller's Survey"). The Seller's Survey shall:

(i) Designate the corners of the Land upon the ground and contain an accurate legal description thereof by metes and bounds; and

(ii) Set forth the gross area of the Land, reduced by rights-of-way granted or required to be granted in connection with Offsite Improvements (as known at the time Seller's Survey is made)("Net Area"); and

(b) Buyer's Survey. In preparing its application for Preliminary Plat Approval of the Property, Buyer shall cause to be prepared a current, on-the-ground survey of the Property, prepared by a licensed surveyor ("Buyer's Survey"). Buyer's Survey shall:

(i) Contain an accurate legal description of the Property (which may be in one or more parcels) by metes and bounds;

(ii) Set forth the Net Area of the Property; and

(iii) Control the Property description to be included in the deed at Closing.

(c) Extension of Contingency Period. Buyer shall use its best efforts, diligently applied, to obtain Preliminary Plat Approval within the Contingency Period. If Buyer is unable to do so due to the processing times by governmental authorities or appeals of approvals obtained, then Buyer may extend the Contingency Period until Preliminary Plat Approval is obtained or appeals thereof have been resolved in Buyer's favor, provided Buyer continues to diligently pursue the same.

2.02 Financing Contingency. Buyer, within the Contingency Period, shall have obtained a commitment for financing to develop the Property upon terms reasonably satisfactory to Buyer. Buyer shall exercise its best efforts to obtain such financing within the Contingency Period. Buyer shall have no right to extend the Contingency Period to obtain financing.

2.03 Title. Buyer shall have two weeks after the Date Hereof to cause a preliminary title report covering the Property to be prepared by the Escrow Agent and to examine the condition of title to the Property and notify Seller of any objections to any exceptions to title shown therein. Failure to notify Seller of any objections to such exceptions within such time shall be deemed approval by Buyer of any such exceptions to which Buyer fails to object.

2.04 Effect of Non-Fulfillment of Contingencies. If both the contingencies described in Sections 2.01 and 2.02 are not fulfilled within the Contingency Period, the Buyer, at Buyer's sole option, may either waive any such unfulfilled contingency and close the purchase of the Property or terminate this Agreement by written notice to Seller.

ARTICLE III

THE CLOSING

3.01 Closing. Provided that all of the terms and conditions of this Agreement will have been fulfilled prior to or on the Initial Closing Date, the closing of title to the first phase of the Property pursuant to the terms and conditions of this Agreement (the "Initial Closing") shall take place at the office of First American Title Insurance Company of Oregon ("Escrow Agent") in Portland, Oregon, on a date (the "Initial Closing Date") on or before thirty (30) days after the earlier of (i) the satisfaction of both the contingencies described in Sections 2.01 and 2.02 hereof, or (ii) the expiration of the Contingency Period. Closings of subsequent phases of the Property, pursuant to the terms and conditions of this Agreement shall be on dates mutually acceptable to Buyer and Seller, within the time periods set forth in Section 1.03.

3.02 Seller's Obligations at the Closings. At any Closing, Seller shall:

(a) Execute and deliver to Buyer a statutory form bargain and sale deed containing a metes-and-bounds description of the Property prepared in accordance with the Survey;

(b) Cause an owner's title insurance policy (the "Title Policy") to be issued to Buyer by the Escrow Agent insuring marketable title in fee simple to the Property in Buyer, with exceptions only for the standard printed exceptions, utility easements, other public easements required as a condition of the preliminary plat approval described in Section 2.01, and any liens securing Buyer's financing and any other exceptions to title that Buyer may approve in the manner set forth in Section 2.03 (collectively, the "Permitted Exceptions"); and

(c) Execute and deliver any and all other documents as may be reasonably necessary to consummate the transaction contemplated hereby and to carry out Seller's obligations hereunder.

3.03 Buyer's Obligations at the Closings. At any Closing, Buyer shall:

(a) Pay the Seller the Purchase Price due at Closing in the manner set forth in Section 1.03; and

(b) Execute and deliver any and all other documents as may be reasonably necessary to consummate the transaction contemplated hereby and to carry out Buyer's obligations hereunder.

3.04 Closing Costs. Costs of closing the transaction contemplated hereby shall be allocated between Seller and Buyer as follows:

(a) Seller shall pay:

- (i) The premium for the Title Policy,
- (ii) Prorated ad valorem taxes,
- (iii) One-half of any escrow fees or similar charges of the Escrow Agent, and one-half of any applicable real property transfer taxes, and
- (iv) Real estate commission described in Section 5.09.

(b) Buyer shall pay:

- (i) The costs (exclusive of any transfer or similar taxes) of recording the warranty deed and any other conveyance documents that Buyer may choose to record, and
- (ii) One-half of any escrow fees or similar charges of the Escrow Agent, and one-half of any applicable real property transfer taxes.

(c) All other expenses incurred by Seller or Buyer with respect to the Closing, including, but not limited to, attorneys' fees of Seller and Buyer, shall be borne and paid exclusively by the party incurring the same.

ARTICLE IV

DEFAULT

4.01 Buyer's Default; Seller's Remedies; Liquidated Damages. If Buyer fails to perform its obligations hereunder within the time provided herein for any reason other than Seller's default, Buyer

shall be deemed to be in default hereunder, and Seller shall be entitled to terminate this Agreement and receive the Earnest Money as liquidated damages, and as Seller's only remedy, the parties agreeing that the Earnest Money represents the parties' best estimate of the damages to be suffered by Seller in the event of Buyer's breach, it being impossible for the parties to determine Seller's actual damage in the event of such breach. Thereupon, this Agreement shall be null and void, and all obligations hereunder imposed upon either party shall cease and terminate.

4.02 Seller's Default; Buyer's Remedies. If Seller shall fail to meet, comply with or perform any covenant, agreement or obligation required of Seller within the time limits and in the manner required by this Agreement for any reason other than Buyer's default, or any representation or warranty of Seller has been breached on the Closing Date, Seller shall be deemed to be in default hereunder, and Buyer may terminate this Agreement by written notice delivered to Seller on or before the Closing Date, upon which delivery Buyer shall be entitled to promptly receive the Earnest Money from Escrow Agent. In addition, Buyer shall have any and all other remedies available to it at law or in equity, including, without limitation, the right to enforce specific performance against Seller.

4.03 Return of Earnest Money. If either party hereto becomes entitled to the Earnest Money as liquidated damages or upon termination of this Agreement in accordance with its terms, Buyer and Seller will deliver a letter of instruction to the Escrow Agent directing the disbursement of the Earnest Money to the party entitled thereto. If either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to disbursement of the Earnest Money, then the party so failing or refusing to sign or deliver such letter shall pay, upon a judicial determination such other party is entitled to a disbursement of the Earnest Money, reasonable attorneys' fees incurred by the party so entitled to the Earnest Money in connection with its recovery thereof.

ARTICLE V

GENERAL

5.01 Parties Bound. The terms and provisions of the Agreement shall inure to, extend to and be for the benefit of the

heirs, successors, assigns and legal representatives of the respective parties hereto. This Agreement may not be assigned by Buyer without Seller's prior consent, which consent shall not be unreasonably withheld if the assignment is to an entity that is an affiliate of Buyer.

5.02 Entire Agreement; Modifications. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

5.03 Headings. The headings contained in this Agreement are for reference and convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

5.04 Interpretation. Whenever the context hereof shall so require, singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. The terms "include", "includes", "including" and similar terms shall be construed to mean "without limitation". All references to Sections, subsections, Exhibits and Articles shall be deemed references to Sections, subsections and Articles of this Agreement and to Exhibits which are attached hereto and made a part hereof for all purposes.

5.05 Notice. Any notice, demand, approval or disapproval, consent or submission for approval or consent permitted or required hereunder (hereinafter, collectively, any "Notice") shall be in writing, and any such Notice shall be sent to the Seller or Buyer by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:	Multnomah County
	Wayne George
	Director, Facilities & Property Mgmt.
	2505 S.E. 11th
	Portland, Oregon

To Buyer: GSL Homes, Inc.
 2164 S.W. Park Place
 Portland, Oregon 97205
 Attn: David K. Bell

or the same may be delivered by messenger at the same address or, if the same is a post office box, the last known address of the addressee. In the event such Notice is given or delivered by messenger delivery, the date of actual delivery shall fix the time thereof. In the event Notice is given or delivered by registered or certified mail, such Notice shall be deemed given or delivered five (5) business days after the date on which the sealed envelope containing the Notice is deposited in the United States mail, properly addressed and with proper postage required.

5.06 Additional Acts. In addition to the acts and deeds recited herein and contemplated hereunder to be performed, executed and/or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or thereafter, any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to evidence and vest in Buyer the ownership of and title to the Property and consummate the transactions contemplated hereunder. This covenant shall survive Closing and delivery of the deeds.

5.07 Applicable Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Oregon.

5.08 Jurisdiction. Each of the parties to the Agreement hereby irrevocably submits in any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement to the jurisdiction of the United States District Court for the District of Oregon and the jurisdiction of any court of the State of Oregon, and waives any and all objections to jurisdiction that such party may have under the laws of the United States of America or the State of Oregon.

5.09 Broker's Commissions. Buyer and Seller each represent to the other that they have dealt with only Norris, Beggs & Simpson. Seller and Buyer will each indemnify the other against claims for any other brokers claiming commission through or by either of them. Seller shall pay all commissions due to Norris, Beggs & Simpson with regard to this transaction.

5.10 Authority. All parties to this Agreement warrant and represent they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law in order for Seller to enter into this Agreement have been complied with fully.

5.11 Attorneys' Fees. In the event that either party will employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

5.12 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts will collectively constitute one agreement, but in the making proof of this Agreement it will not be necessary to produce or account for more than one such counterpart.

5.13 Time of the Essence. Time is of the essence in this Agreement.

5.14 Severability. If any provision of this Agreement will, for any reason, be held violative of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision herein will not be held to invalidate any other provision herein which will remain in full force and effect.

5.15 Agreement as Offer. The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property and the subsequent execution of the Agreement with changes to the Agreement constitutes a counteroffer to purchase or to sell the Property. Unless within five (5) working days from the date of execution or last initialing of this Agreement by the party making an offer or counteroffer, this Agreement is executed by the other party and a fully-executed copy is delivered to and accepted by the Escrow Agent, the offer of this Agreement will be null and void and withdrawn, and the Earnest Money, if any, will be refunded to Buyer.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement in multiple originals.

Date: _____, 1992 SELLER:

MULTNOMAH COUNTY

By: _____

Gladys McCoy

RATIFIED
Multnomah County Board
of Commissioners

R-6 May 14, 1992

Title: Multnomah County Chair

REVIEWED

By: _____

MULTNOMAH COUNTY COUNSEL

Date: 4-30, 1992 BUYER:

GSL HOMES, INC.,
an Oregon corporation

By: _____

Michael A. Nelson,
President

C:\COPY\REPA-MC.DB
04/29/92 (15:46)

Meeting Date:

MAY 14 1992

Agenda No.:

R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Grant of Real Estate Option to Oregon Department of Transportation
for purchase of Easement N. Marine Drive project.

BCC Informal (date) BCC Formal (date)
DEPARTMENT Environmental Services DIVISION Facilities & Property Management
CONTACT Bob Oberst TELEPHONE 248-3851
PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Oregon Department of Transportation has submitted offer to acquire option for
purchase of easements for traffic direction sign on land adjacent to Expo and
for slope easement on land adjacent to Expo parking lot in connection with Marine
Drive improvement project. Consideration of \$1,000 is reasonable for the 2,365
square feet covered by the proposed easements and other protections are in place for
Expo Facilities.

5/15/92 original Real Estate
options & copy of order & Real
estate option to Bob Oberst

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

Bob Oberst Paul Yarbrough/bku

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of a REAL)
ESTATE OPTION for the acquisition of)
Permanent Sign and Slope Easements on)
County Land at the Exposition Center)
Parcel, George W. Force DLC, T2N, R1E,)
WM, Multnomah County, Oregon.)

O R D E R
92-84

It appearing that Oregon Department of Transportation desires to improve N. Marine Drive in the vicinity of Multnomah County's Exposition Center in order to serve present and future transportation needs in that area; and

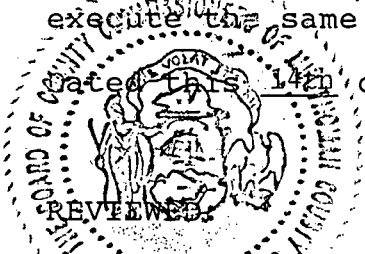
It appearing that a suitable location for a traffic direction sign and a portion of the slope from N. Marine Drive is on the parcel of land upon which is located the Exposition Center and parking lot; and

It appearing that Oregon Department of Transportation has requested a Real Estate Option to acquire two easements totalling approximately 2,365 square feet upon said parcel upon which to locate said sign and slope in consideration of the sum of \$1,000; and

It being determined that the requested Real Estate Option to acquire said easements will have little or no effect upon the use or value of said parcel, that the requested easements will assist in maintaining the transportation service provided by N. Marine Drive and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this Real Estate Option and Permanent Easements 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 14th day of May, 1992.



LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair

REAL ESTATE OPTION

Fed. Aid No: NA

Grantor	<u>Multnomah County</u>	Address	<u>C/O Larry F. Nichols</u>
Grantor		Address	<u>County Engineer/Director</u>
			<u>1620 S.E. 190th Ave.</u>
			<u>Portland, OR 97233</u>
Section	<u>Swift Interchange-Delta Park</u>	Highway	<u>Pacific (I-5)</u>
County	<u>Multnomah</u>	Purpose	<u>Permanent Easement for Slopes</u>

IN CONSIDERATION of the offer to the undersigned for an easement upon the hereinafter described property, the undersigned hereby gives and grants to the State of Oregon, by and through its Department of Transportation, upon the terms and conditions hereinafter stated, the option to purchase an easement upon the property described on Exhibit "A" attached, bearing date of Feb. 6, 1992 and covering two parcels, subject to special provisions contained in Exhibit(s) _____ attached and by this agreement made a part of this option.

The Oregon Transportation Commission shall have the irrevocable right, at any time, within six (6) _____ months from the date hereof, to accept this option.

The undersigned, hereinafter referred to as "Grantors," agree to deliver to the State of Oregon, by and through its Department of Transportation, hereinafter referred to as "State," an easement to said property. Grantors further agree not to sell or encumber said property during the term of this option.

Upon delivery of said easement and the clearing of title satisfactory to State, Grantors, in the usual course and through the usual channels of auditing claims against State, shall be paid the sum of (\$1,000.00) One thousand and no/100 dollars (Less \$ _____) for items as listed on Exhibit(s) _____ as full payment of the purchase thereof.

Grantors shall surrender possession of the property upon payment from the State. Written notice to vacate the property will not be required.

Grantors do not have to provide title insurance. State will pay all recording charges for documents required.

Grantors acknowledge all items of damages, all sums of money to be paid, and all things to be done by State are in this option. Grantor agree, the consideration recited herein is just compensation for the optioned property, including any and all damages to grantors remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement of the highway. All claims for damages, injury or loss on account of failure to close this option are hereby expressly waived.

NOTICE: BEFORE SIGNING THIS OPTION BE SURE ALL OBLIGATIONS, INCLUDING THOSE YOU EXPECT STATE TO PERFORM, ARE SET OUT IN THIS OPTION AND THAT YOU FULLY UNDERSTAND ALL OF THE TERMS OF THIS OPTION.

Dated this 14th day of May, 19 92

Gladys McCoy
Gladys McCoy
Multnomah County Chair

REVIEWED

By

MULTNOMAH COUNTY COUNSEL

EXHIBIT A

File R58906
Multnomah County
REP 02-06-92 1A-13-24
Parcels 1 and 2

Survey Approval Project
Section: Swift Intchge. - Delta Park Intchge.
Highway: Pacific
Throughway

PARCEL 1 - Permanent Easement For Slopes and Curbs

A parcel of land lying in the George W. Force D.L.C. No. 39, Township 2 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property designated as Parcel III and described in that deed to Multnomah County, recorded August 9, 1965 in Book 353, Page 11, Multnomah County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the "US" center line at Engineer's Stations "US" 13+00 and "US" 17+34.51 and included in a strip of land variable in width, lying on the Southwesterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station "US" 12+22.79, said station being 800.37 feet North and 1301.11 feet West of the Southeast corner of Section 33, Township 2 North, Range 1 East, W.M.; thence South $65^{\circ} 03' 33''$ East 111.72 feet; thence on a spiral curve right (the long chord of which bears South $59^{\circ} 43' 45''$ East 398.62 feet) 400 feet; thence on a 716.20 foot radius curve right (the long chord of which bears South $45^{\circ} 21' 33''$ East 92.44 feet) 92.50 feet; thence on a spiral curve right (the long chord of which bears South $30^{\circ} 59' 20''$ East 398.62 feet) 400 feet; thence South $25^{\circ} 39' 33''$ East 397.34 feet to Engineer's center line Station "US" 26+24.35.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
"US"13+00		"US"15+00	45 in a straight line to 51
"US"15+00		"US"16+00	51
"US"16+00		"US"17+34.51	51 in a straight line to 45

EXCEPT therefrom that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded March 19, 1990 in Book 2285, Page 1017, Multnomah County Record of Deeds.

Bearings are based upon the Oregon Co-ordinate System, North Zone.

(CONTINUED ON PAGE 2)

The parcel of land to which this description applies contains 1,965 square feet, more or less.

PARCEL 2 - Permanent Easement for Sign

A parcel of land lying in the George W. Force D.L.C. No. 39, Township 2 North, Range 1 East, W.M., Multnomah County, Oregon; the said parcel being that portion of said D.L.C. lying between lines at right angles to the "US" center line at Engineer's Station "US" 7+90 and "US" 8+00 and included in a strip of land 50 feet in width, lying on the Southwesterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station "US" 7+00, said station being 1020.82 feet North and 1775.14 feet West of the Southeast corner of Section 33, Township 2 North, Range 1 East, W.M.; thence South $65^{\circ} 03' 33''$ East 634.51 feet to Engineer's center line Station "US" 13+34.51.

Bearings are based upon the Oregon Co-ordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 400 square feet, more or less.

rep

02-06-92

NOTE: Parcels 1 and 2 Access Controlled by Permit.

Outside Area: 43.01 acres, more or less, right

Prior File R58177.

10

10

N. MARINE DR.

Fd. 3/4" I. Pipe (12-4-79)
N. 715.523.26
E. 1.440.816.15

Perm. Euse:- Sign
06^x
00^x

GEORGE W. FORCE
D.L.C. NO. 39

S. 65° 03' 33" E

State of Oregon
Economic Development Commission
1370-1263-79
58772
15

58772

Ease: Slope
58906
①

Fd. $\frac{5}{8}$ " I. Rod
N. 715,200.13
E. 1,441,271.53

US 12+22.79

U

④

30x

100

55

5

2

5

11

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39

1

1

/

ORIGINAL

PERMANENT EASEMENTS

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, grants to the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, and to install curbs, upon the hereinafter described Parcel 1, and a permanent easement for the construction, installation and maintenance of a highway sign upon the hereinafter described Parcel 2, said property being described as follows:

PARCEL 1 - Permanent Easement For Slopes and Curbs

A parcel of land lying in the George W. Force D.L.C. No. 39, Township 2 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property designated as Parcel III and described in that deed to Multnomah County, recorded August 9, 1965 in Book 353, Page 11, Multnomah County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the "US" center line at Engineer's Stations "US" 13+00 and "US" 17+34.51 and included in a strip of land variable in width, lying on the Southwesterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station "US" 12+22.79, said station being 800.37 feet North and 1301.11 feet West of the Southeast corner of Section 33, Township 2 North, Range 1 East, W.M.; thence South 65° 03' 33" East 111.72 feet; thence on a spiral curve right (the long chord of which bears South 59° 43' 45" East 398.62 feet) 400 feet; thence on a 716.20 foot radius curve right (the long chord of which bears South 45° 21' 33" East 92.44 feet) 92.50 feet; thence on a spiral curve right (the long chord of which bears South 30° 59' 20" East 398.62 feet) 400 feet; thence South 25° 39' 33" East 397.34 feet to Engineer's center line Station "US" 26+24.35.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Southwesterly Side of Center Line
"US"13+00		"US"15+00	45 in a straight line to 51
"US"15+00		"US"16+00	51
"US"16+00		"US"17+34.51	51 in a straight line to 45

EXCEPT therefrom that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded March 19, 1990 in Book 2285, Page 1017, Multnomah County Record of Deeds.

Bearings are based upon the Oregon Co-ordinate System, North Zone.

The parcel of land to which this description applies contains 1,965 square feet, more or less.

PARCEL 2 - Permanent Easement for Sign

A parcel of land lying in the George W. Force D.L.C. No. 39, Township 2 North, Range 1 East, W.M., Multnomah County, Oregon; the said parcel being that portion of said D.L.C. lying between lines at right angles to the "US" center line at Engineer's Station "US" 7+90 and "US" 8+00 and included in a strip of land 50 feet in width, lying on the Southwesterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station "US" 7+00, said station being 1020.82 feet North and 1775.14 feet West of the Southeast corner of Section 33, Township 2 North, Range 1 East, W.M.; thence South 65° 03' 33" East 634.51 feet to Engineer's center line Station "US" 13+34.51.

Bearings are based upon the Oregon Co-ordinate System of 1927, North Zone.

The parcel of land to which this description applies contains 400 square feet, more or less.

IT IS UNDERSTOOD that the easements herein granted do not convey any right, or interest in the above-described property, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the highway, or to interfere in any way with the relocation, construction, and maintenance of said utilities, and their appurtenances, as granted hereinabove.

Also the rights of the owner of any relocated utilities shall be the same as previously existed in that portion of the utilities being relocated.

IT IS ALSO UNDERSTOOD that these easements shall be subject to the same conditions, terms and restrictions contained in the easements, licenses and/or permits granted to the owner of any facilities being relocated.

Highway Division
File 58906
1A-13-24

IT IS ALSO UNDERSTOOD that Grantor shall not place or erect any buildings or structures upon the easement areas without the written consent of Grantee.

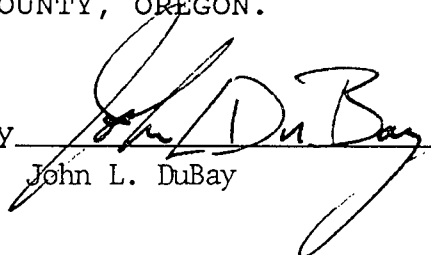
IT IS FURTHER UNDERSTOOD that nothing herein contained is intended to create any obligation on the part of Grantee for the maintenance of said utilities.

The true and actual consideration received by Grantor for these easements is \$1,000.00.

Dated this 14th day of May, 1992.

REVIEWED:
LAURENCE KRESSEL, COUNTY
COUNSEL FOR MULTNOMAH
COUNTY, OREGON.

By


John L. DuBay

MULTNOMAH COUNTY, OREGON

By

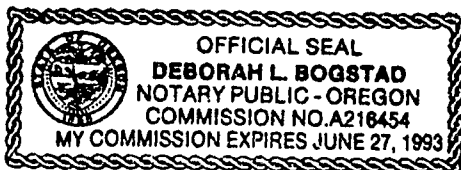

COUNTY CHAIR

Return to:
Oregon State Highway Division
Right of Way Section
417 Transportation Bldg.
Salem, Oregon 97310

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 14th day of May, 1992, A.D., before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that said instrument was signed and sealed on behalf of said County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

Meeting Date: MAY 14 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: OLCC application and renewal amendment

BCC Informal May 12 BCC Formal May 14
(date) (date)
DEPARTMENT DES DIVISION A & T
CONTACT Mike Delman TELEPHONE 248-5219
PERSON(S) MAKING PRESENTATION Sandra Duffy & Mike Delman

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Amendments to MCC 5.10.020 to require payment of property taxes to obtain a recommendation for approval from the sheriff for an OLCC license or renewal application.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY - 7 AM 9:18

ORDINANCE FACT SHEET

Ordinance Title: An ordinance amending Multnomah County Code 5.10.020

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Requires the MCSO to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

none

What has been the experience in other areas with this type of legislation?

unknown

What is the fiscal impact, if any?

Increased collections of personal and/or real property taxes due.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Wilmer

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: [Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Multnomah County Code 5.10.020(B) and (C) requiring the Multnomah County Sheriff's Office to check with the County Department of Assessment and Taxation to determine whether an applicant for an OLCC license has delinquent personal or real property taxes due and owing and to recommend denial of the application for such delinquency.

(Language in brackets [] is to be deleted; underlined language is new)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

A. ORS 471.210 and the Administrative Rules of the Oregon Liquor Control Commission (OLCC) authorize the Board of County Commissioners (the Board) to make recommendations to such Commission concerning the issuance of liquor licenses for premises located within unincorporated Multnomah County.

B. In addition to the Procedures already set out in MCC 5.10.020, the Board finds that it is in the public interest to require that applicants pay their property taxes when due and failure to do so is a basis to deny an application.

SECTION 2. AMENDMENTS.

5.10.020. Liquor license processing fees.

The purposes of this chapter [section] are to establish the principal criteria which shall be considered by the board of county commissioners, and its

05/07/92:1

designee, the Multnomah County sheriff, in making recommendations to the Oregon liquor control commission concerning the granting, denying, modifying or renewing of all liquor licenses for premises within unincorporated Multnomah County and to establish a process, to be utilized for the investigation of such license applicants for the purpose of making such recommendations, that is fair, effective and efficient. This chapter is necessary to insure that all premises licensed to sell or dispense liquor in any form meet the high expectations of this community, [and] that all businesses are conducted in a lawful manner that does not unreasonably disturb the peace and tranquility of this county and its neighborhoods.

(A) *Application procedure.*

(1) Any applicant for any license who is required by the Oregon liquor control commission to have a recommendation from Multnomah County concerning the suitability of such application shall present the license application forms prescribed by the OLCC to the Multnomah County sheriff's office for the purpose of obtaining the recommendation of the county concerning such a license.

(2) For the purpose of conducting the investigation to ascertain pertinent information bearing upon such county recommendations, the sheriff's office may require such other information in addition to that provided upon the OLCC application forms as it deems appropriate.

(3) The sheriff's office shall accept liquor license applications only when the following conditions are met:

(a) All required forms are properly completed and in order; and

(b) The processing fee, as allowed by the Oregon Revised Statutes, has been paid according to the following chart:

Original application.....\$100.00

Change in ownership/
change in location/
change in privilege 75.00

Renewal or temporary 35.00

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(B) *Investigation of applications.* The Multnomah County sheriff's office shall coordinate and conduct an investigation of each application for the purpose of determining what recommendation shall be made to the board of county commissioners, using the following procedures:

- (1) All applicants shall be checked for any and all prior arrest records or violations of OLCC regulations;
- (2) All applicants shall be checked for prior community relations problems under another license;
- (3) The business locations shall be examined and must be in the best interests of the community;
- (4) All renewal applications shall be reviewed and checked for prior negative impact on the community;
- (5) All new outlets, or change of location/privilege shall be referred to the zoning section for verification of the proposed use under MCC 11.15; and
- (6) All new and renewal applications shall be checked through the Department of Assessment and Taxation to determine whether there are delinquent personal or real property taxes due and owing for the premises.

(C) *Sheriff's recommendations.* Upon completion of the investigation procedures by the Multnomah County sheriff's office, the sheriff will forward to the board of county commissioners a recommendation of approval or denial. The clerk of the board then places the matter on the board's agenda, in order that the board may then make a recommendation of approval or denial to the OLCC.

The sheriff may make a recommendation of denial to the board of county commissioners regarding any application if:

- (1) The applicant's record reflects a pattern of violation of the alcoholic liquor laws of this state;

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- (2) The applicant has a history of use of controlled substances or use of alcoholic beverages to excess;
- (3) The record of the applicant shows a violation(s) of criminal law(s) or ordinances(s) connected in time, place or manner with a liquor establishment or which demonstrate a disregard for law;
- (4) The applicant has maintained, or allowed to exist, an establishment which creates or is a public nuisance under the ordinances of the county or laws of the state or in which any violation of the provisions of the county Code, for [or] federal or state law relating to minors, gambling, obscenity, controlled substances, prostitution or alcoholic beverages, or chapters 163, 164, 165 and 166 of Oregon Revised Statutes have occurred, or which creates an increase in disorderly or violent acts, litter, noise, vandalism, vehicular or pedestrian traffic congestion or other location problems, in the reasonable proximity of such premises;
- (5) The applicant's premises are not maintained in reasonable repair, both interior and exterior, and kept clean and free of litter, rubbish, and dirt;
- (6) The applicant's premises are found to be a nuisance under the terms of title 7 of this Code;
- (7) In the case of an application for a new license or for an increase in liquor selling or dispensing privilege, there are sufficient licensing [licensed] premises in the locality set out in the application and the license is not demanded by public interest or convenience;
- (8) The licensing of the premises would not be in the best interests of the community because of a history of illegal activities, altercations, noisy conduct, or other disturbances in or around the premises;
- (9) The applicant has demonstrated an unwillingness or inability to cooperate with

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county agencies and/or neighbors in resolving community disputes related to a licensed establishment;

(10) If the zoning section finds that the proposed new outlet, or change of location/privilege is found to be in violation of the MCC 11.15. However, the applicant may file an application for change of zone, conditional use, per MCC 11.15 which would permit such use;

(11) If there are delinquent real or personal property taxes due and owing at the time of application or renewal, a recommendation of denial is mandatory; and

(12) If there is any other specific reason consistent with the purposes of this chapter which may, in the opinion of the sheriff, warrant an adverse report to the board based upon public health, safety, welfare, convenience or necessity.

(D) *Notification of sheriff's recommendation.* When the sheriff makes a recommendation for denial of any application, the clerk of the board shall notify, by certified mail, the applicant, the OLCC, and the sheriff of the hearing date, place and time at least one week before such hearing takes place. The presiding officer of the board may also contact the neighborhood associations concerned.

When the sheriff makes a recommendation for approval of an application for which the sheriff's office or the board has received complaints or concerns from citizens or other business establishments, or for which there may be other controversy, the clerk of the board shall notify those concerned citizens or business establishments and the applicant of the hearing date, place and time.

(E) *Board hearing procedures.* When the board has scheduled a hearing on any liquor license application, such applicant shall be given a reasonable opportunity to be heard and address concerns raised by the sheriff, the board of county commissioners, and persons or groups appearing in opposition to such an application. The board's recommendation of approval or denial of such application, based upon a determination of what

05/07/92:1

course of action best serves the interest of the citizens of the county, shall be final.

(F) *Reconsideration of applications.* After having made a recommendation of denial on any liquor license application, the sheriff and the board of county commissioners shall not consider any new application for the same location by the same or substantially the same applicant for a period of at least six months or while such applicant has pending an appeal in court or in a state administrative agency related to such a license. Notwithstanding, the sheriff may reconsider and/or resubmit such an application to the board in less than six months if it is reasonably believed that a recommendation of denial has substantially changed, and no court or administrative appeal of such license is pending.

(G) *Sheriff's approval of temporary license applications.* On any application for a temporary liquor license which will be in effect for five days or less review by the board of county commissioners shall not be automatically required. The sheriff is hereby given authority to make a recommendation of approval to the Oregon liquor control commission on such applications. If the sheriff recommends denial of any application for a temporary license, the application shall be reviewed by the board of county commissioners as outlined in subsections (D) and (E) of this section.

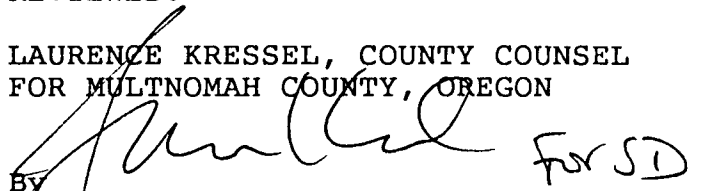
ADOPTED this _____ day of _____, 1992.

(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By  For SD
Sandra N. Duffy
Assistant County Counsel

P:\FILES\266SND.ORD\mw

05/07/92:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

Agenda No.: R-9

.....

SUBJECT: EPA Environmental Education Grant - Notice of Intent

PERSON(S) MAKING PRESENTATION Deb Scrivens

/ INFORMATIONAL ONLY / POLICY DIRECTION X APPROVAL

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

Notice of Intent to apply for a \$6,250 grant from the Environmental Protection Agency to teach Multnomah County students about ancient forest. Students in Multnomah County will benefit from a better understanding of this natural resource. The education program at Oxbow Park cannot meet the current demand for this type of curriculum and field trips. The 25 percent match requirement for this grant by the county will be all in-kind services.

(If space is inadequate, please use other side)

ELECTED OFFICIAL _____

DEPARTMENT MANAGER *cc [Signature]*

3706V/4728p

604000
UNIT 0410000000
1992 MAY -6 PM 2:26
MULTI-MEDIA COUNTY
OREGON

APPENDIX A

DATE: March 20, 1992

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Park Services Division/Deb Scrivens
GRANTOR AGENCY: Environmental Protection Agency
BEGINNING DATE OF GRANT: June 15, 1992
PROJECT TITLE: Ancient Forest Education Project
PROJECT DESCRIPTION/GOALS:

The objectives of this project are as follows:

- To develop a classroom program on ancient forest.
- To produce the educational tools used in the program (including a model of a life-size old growth tree base).
- To produce a teacher training booklet on ancient forest (in partnership with the World Forestry Center).
- To recruit and train volunteer high school students to lead ancient forest field trips.

PROJECT ESTIMATED BUDGET	Direct/Indirect
FEDERAL SHARE:	\$ <u>6,250.00/</u> _____
STATE SHARE:	\$ <u>/</u> _____
COUNTY SHARE:	\$ <u>2,085.00/</u> _____
TOTAL:	\$ <u>8,335.00/</u> _____

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard-match, in-kind, etc.)

County share will be derived from budgeted staff time.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS
FINANCE _____ DEPARTMENT XX. IF DEPT. REPORTS, INDICATE
REASON.

GRANT DURATION AND FUTURE RATIO: (Indicate amount of county match per year.)

One-time allocation.

ADVANCE REQUESTED X YES _____ NO. IF NOT, INDICATE REASON.

Funds are received from EPA quarterly.

RECEIPT OF FUNDS WILL BE DEPOSITED TO PO BOX _____ OR WIRED DIRECTLY _____

IF NOT, INDICATE REASON.

Funds will be mailed to Parks Division, then deposited.

0935p/4728p

(Use appropriate County
classification with yearly
costs.)

TOTAL

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR
AMOUNTS

COMMENTS

GRANT MANAGER

Deborah K. Swearing 5-1-92
Signature Date

BUDGET DIVISION

Shawn Redwine 4/28/92
Signature Date

FINANCE DIVISION

Paul Bryan 4/28/92
Signature Date

PERSONNEL DIVISION

Donald H. Winkley 4/27/92
Signature Date

DEPARTMENT DIRECTOR

Paul Taylor 4-15-92
Signature Date

0935p/4728p

RATIFIED
Multnomah County Board
of Commissioners

R-9 May 14, 1992

CONTRACT # 800762

Meeting Date:

MAY 14 1992

Agenda No.:

(Above space for Clerk's Office Use)

ORIGINAL R-10

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of Intergovernmental Agreement between Housing
Authority of Portland and Multnomah County Sheriff's Office

AGENDA REVIEW/

BOARD BRIEFING

(date)

REGULAR MEETING May 14, 1992

(date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab-Sheriff's Exec. Asst. TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Robert G. Skipper (Sheriff)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min.

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of Intergovernmental Agreement with the Housing Authority of
Portland and the Multnomah County Sheriff's Office to provide community
policing services at Housing Authority Properties.

5/15/92 original to Larry AAB

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

✓ Bob Skipper
(Sheriff)

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1992 MAY - 7 AM 8 52
MULTNOMAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800762

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (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 <p>RATIFIED Multnomah County Board of Commissioners <u>R-10 May 14, 1992</u></p>

ETURN TO: Larry Aab 313/225
 Contact Person Randy Amundson Phone 255-3600 Date 5/1/92
 Department Sheriff's Office Division Enforcement Bldg/Room _____
 Description of Contract Provides for community policing services at Housing Authority Properties.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Housing Authority of Portland
 Mailing Address Denny West, Exec. Director
135 SW Ash, Portland, OR 97213
 Phone 249-5501
 Employer ID # or SS # _____
 Effective Date January 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ 357,118 450
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 357,118 357,450

Payment Term

☐ Lump Sum \$ _____
☐ Monthly \$ _____
☐ Other \$ _____
☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Randy Amundson*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *Sandra Duff*
 County Chair/Sheriff _____

Date 5-5-92
 Date _____
 Date 5-7-92
 Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT Rev. St	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	025	3150			2030					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

ORIGINAL

CONTRACT #: 800762

CONTRACTOR: Housing Authority of Portland

AGREEMENT FOR PUBLIC SAFETY AND DRUG PREVENTION SERVICES
BETWEEN THE HOUSING AUTHORITY OF PORTLAND
AND MULTNOMAH COUNTY SHERIFF'S OFFICE

THIS CONTRACT is made and entered into as of the 1st day of January, 1992, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the HOUSING AUTHORITY OF PORTLAND (hereinafter referred to as "HOUSING AUTHORITY").

WITNESSETH:

WHEREAS, the HOUSING AUTHORITY is desirous of contracting with the COUNTY for the provision of public safety functions for property owned by the HOUSING AUTHORITY; and

WHEREAS, the COUNTY through the Multnomah County Sheriff's Office (hereinafter referred to as "MCSO") is able and prepared to provide the services required by the HOUSING AUTHORITY under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to ORS Chapter 190, the parties agree as follows:

1. Term.

This Agreement shall commence on the 1st day of January, 1992. It shall terminate on the 30th day of June, 1993, unless sooner terminated under the provisions hereof.

2. COUNTY'S obligations.

- A. MCSO will make available to the HOUSING AUTHORITY one Sergeant, three Deputy Sheriffs and three Community Service Officers. (These persons are hereinafter referred to as "ASSIGNED PERSONNEL.") ASSIGNED PERSONNEL shall provide public safety services to the HOUSING AUTHORITY on a full-time basis during the term of this Agreement. The grant term for Community Service Officers shall be from January 1, 1992 through and including December 31, 1992. The grant term for the Sergeant and Deputy Sheriffs shall be from July 1, 1992 through and including June 30, 1993. Additional personnel may be assigned at the discretion of the Sheriff consistent with the needs, resources and commitments of the Sheriff's Office.

- B. ASSIGNED PERSONNEL shall, in conjunction with HOUSING AUTHORITY representatives, continue to develop and implement a comprehensive public safety and drug prevention program for property owned by or under the control of the HOUSING AUTHORITY. This program will be based on a community policing model that emphasizes education, crime prevention and community involvement whenever practical. It will consist of a safety action team composed of sworn and non-sworn personnel. Sworn personnel shall be in the uniform of the Multnomah County Sheriff. Non-sworn personnel shall be unarmed. Assigned personnel shall work in conjunction with and as members of the inter-agency, interdisciplinary drug elimination team funded under the FY 1991 HUD PHDEP Grant.
- C. In connection with the public safety program, the services provided by ASSIGNED PERSONNEL shall include:
- 1) Detection of criminal activity on HOUSING AUTHORITY property and appropriate action to stop such activity.
 - 2) Assistance in the identification of "at risk" youth and referral of such youth to appropriate service providers.
 - 3) Drug/alcohol prevention activities as described in the CSO job description.
 - 4) The three CSOs shall provide services at Columbia Villa/Tamarack, Hillsdale Terrace, Iris Court and Rockwood.
- D. ASSIGNED PERSONNEL shall, in accordance with applicable legal procedures and practices, assist HOUSING AUTHORITY personnel in enforcing rules and regulations relating to tenant responsibilities;
- E. MCSO will provide communications equipment, uniforms and other basic equipment and supplies necessary for the ASSIGNED PERSONNEL to carry out their duties as law enforcement officers;
- F. COUNTY Sheriff will maintain supervisory control over ASSIGNED PERSONNEL in matters of employment including standards of performance, discipline and personnel issues. COUNTY will provide all salary and benefits to ASSIGNED PERSONNEL and shall remain responsible for complying with applicable union contracts, personnel rules and policies;

- G. COUNTY will provide, maintain and insure one patrol vehicle to be used by ASSIGNED PERSONNEL in carrying out the terms of this Agreement. The standard MCSO markings will appear on the patrol car, as will HOUSING AUTHORITY identification.

3. HOUSING AUTHORITY obligations.

- A. HOUSING AUTHORITY shall provide adequate program management, office space, supplies, equipment and clerical staff as necessary to support the services to be performed. It is agreed that the safety action team shall work out of an office located at the Columbia Villa/Tamarack complex which will be accessible to the Portland Police Bureau, various social service providers and to residents. One CSO will serve Rockwood and may be outstationed in east county.
- B. HOUSING AUTHORITY shall continue its resident manager program. The resident manager shall complement the work of the safety action team. The resident managers shall continue to be employees of HOUSING AUTHORITY and to staff the telephone service and provide assistance to residents. The safety action team shall participate in the selection and training of resident managers.

4. Compensation.

HOUSING AUTHORITY agrees to pay COUNTY the sum of three hundred fifty seven thousand four hundred fifty dollars (\$357,450.00) for the performance of those services provided hereunder. Payment of such services shall be made according to the following schedule:

Upon Execution of Contract	\$ 28,250.00
June 30, 1992	28,250.00
September 30, 1992	89,363.00
December 31, 1992	89,362.00
March 31, 1992	61,113.00
June 30, 1993	61,112.00
Total	\$357,112.00

5. Liability and Indemnification.

- A. ASSIGNED PERSONNEL provided pursuant to the terms of this contract shall be employees of the MCSO.
- b. COUNTY shall indemnify, defend and hold harmless the HOUSING AUTHORITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement.

- C. HOUSING AUTHORITY in turn agrees to indemnify, defend and hold harmless COUNTY, its officers, employees and agents including ASSIGNED PERSONNEL from all claims, suits, actions or expenses of any nature resulting from or arising out of 1) the acts, errors, or omissions of HOUSING AUTHORITY, its assignees, subcontractors, agents or employees, and 2) the acts of ASSIGNED PERSONNEL done under the direction of HOUSING AUTHORITY, its assignees, subcontractors, agents or employees.
- D. HOUSING AUTHORITY does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
- E. COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
- F. Nothing in this agreement is intended to limit the remedy of either party against the other part, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injuries to persons caused by a party's negligence.

6. Early Termination.

- A. This Agreement may be terminated prior to the expiration of the agreed upon term by either party upon ninety (90) days written notice to the other, delivered by certified mail or in person.
- B. Payment to COUNTY shall be prorated to and include the day of termination.
- C. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of COUNTY or the HOUSING AUTHORITY which accrued prior to such termination.

7. Access to Records.

- A. HOUSING AUTHORITY shall have access to non-criminal records including books, documents and papers of the COUNTY as are directly pertinent to this Agreement for the purpose of making audit and examination. HOUSING AUTHORITY agrees that any audit shall be arranged by contacting the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and shall be conducted at any time during normal

working hours.

- B. COUNTY shall also provide a monthly activity report and a Quarterly Expenditure Report. The monthly activity report shall include a summary of safety action team goals, highlights, successes and problems and shall include appropriate statistics to assist HAP in evaluating the safety action team program.

8. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

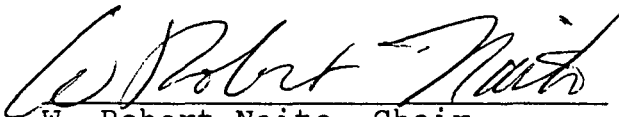
9. Contract Administration.

- A. The Multnomah County Sheriff or his designated representative will represent COUNTY in all matters pertaining to administration of this Agreement.
- B. HOUSING AUTHORITY designates its Executive Director or his designated representative to represent the HOUSING AUTHORITY in all matters pertaining to administration of this Agreement.
- C. Any notice or notices provided for by this Agreement or by law to be given or served upon the COUNTY shall be given or served by certified letter, deposited in the US Mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan Street, Portland, Oregon 97230.
- D. Any notice or notices provided for by this Agreement or by law to be given or served upon the HOUSING AUTHORITY may be given or served by certified letter deposited in the US Mail, postage prepaid and addressed to the Housing Authority of Portland, 135 SW Ash Street, Portland, Oregon 97204.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date first written above.

HOUSING AUTHORITY OF PORTLAND

COUNTY OF MULTNOMAH,
OREGON


W. Robert Naito, Chair
Board of Commissioners

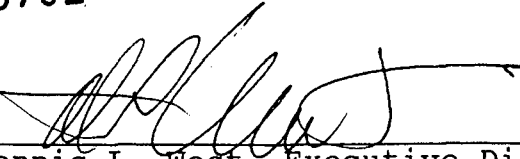
Robert G. Skipper, Sheriff

Date: _____

Date: _____

800762

ORIGINAL

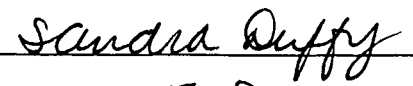

Dennis L. West, Executive Director

Date: _____

APPROVED AS TO FORM:
Richard Brownstein,
Counsel

Date: _____

REVIEWED:
Laurence Kressel,
County Counsel
Multnomah County, Oregon


Date: 5-8-92

RATIFIED
Multnomah County Board
of Commissioners

R-10 May 14, 1992

BUDGET MODIFICATION NO.

MCSO

#21

Contract no. 500-762 + 500662-

(For Clerk's Use) Meeting Date May 14, 1992

Agenda No. R-11

REQUEST FOR PLACEMENT ON THE AGENDA FOR May 14, 1992

(Date)

DEPARTMENT Sheriff's Office

DIVISION Enforcement

CONTACT Larry Aab

TELEPHONE 251-2489

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget Modification Reducing Amount Budgeted from the Housing Authority for Community Policing Activities at Columbia Villa in the Amount of \$22,684.

(Estimated Time Needed on the Agenda)

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

I] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reduce the amount budgeted for the Housing Authority by \$22,684 for our operations at Columbia Villa. It converts one Public Safety Manager position to a Sergeant position, and reduces funds for overtime and professional services. Indirect costs will decrease \$1,472.

This modification is necessary because revenue that the Housing Authority has received from HUD for this project has been reduced from the amount projected when our budget was adopted last year.

CLERK OF
COUNTY COMMISSIONERS
1992 MAY 11 AM 11:59
MULTNOMAH COUNTY
OREGON

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

Decrease HAP Revenue \$22,684
Decrease Service Reim. to Insurance Fund \$1,330
Decrease Revenue from Federal State Fund to General Fund \$1,472

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By	Date	Department Manager	Date
		Bob Shippe PC	5-6-92
Budget Analyst	Date	Personnel Analyst	Date
J. Mark Campbell	5-7-92	Shirlee Robertson	5-11-92
Board Approval	Date		
Demorah C. Boistero	5/14/92		

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	025	3150			5100			(3,823)		Permanent
							5300			(10,112)		Overtime
							5500			(5,156)		Fringe
							5550			(1,330)		Insurance
											(20,421)	Personal Services
							6110			(791)	(791)	Professional Services
											(21,212)	Sub Total
							7100			(1,472)	(1,472)	Indirect
											(22,684)	Sub Total
		400	040	7231			6580			(1,330)	(1,330)	Insurance
		100	045	9120			7700			(1,472)	(1,472)	GF Contingency
TOTAL EXPENDITURE CHANGE										(25,486)	(25,486)	TOTAL EXPENDITURE CHANGE

TRANSACTION RB []

GM [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	025	3150			2030			(22,684)		HAP Revenue
		400	040	7231			6600			(1,330)		SVS Reimb. to Ins Fund
		100	045	7420			6602			(1,472)		Federal/State Fund
TOTAL REVENUE CHANGE										(25,486)		TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. MCSO #21

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

[illegible]

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

[illegible]

BUDGET MODIFICATION NO.

DCC-10

(For Clerk's Use) Meeting Date

MAY 14 1992

Agenda No.

R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT DCC

DIVISION SPEC PROGS & SVCS

CONTACT JOANNE FULLER

TELEPHONE 248-3701

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

CITY OF PORTLAND COMMUNITY PROJECTS LEADER CONTRACTS

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet.

INCREASES EXPEND AND REVENUE FROM THE CITY OF PORTLAND PARKS CONTRACTS BY \$3,442.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

INCREASES CITY OF PORTLAND REVENUE BY \$3,442

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY - 7 AM 8:52

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Wendy C. Boast 5/14/92

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC-10

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

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
0	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

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

		C U R R E N T F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

91-92

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2601			6230			3,442		Supplies
											3,442	
TOTAL EXPENDITURE CHANGE										3,442	3,442	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

91-92

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2601			2773			3,442		City of Portland
											3,442	
TOTAL REVENUE CHANGE										3,442	3,442	

Meeting Date: MAY 14 1992

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Request for public testimony in the matter of Ord. No. 720,
an ordinance approving an intergovernmental agreement with
~~the City of Portland for the establishment and operation of~~
new Metropolitan Human Rights Commission and declaring an
emergency.
BCC Informal BCC Formal May 14, (date) 1992, TC 10:30

DEPARTMENT non-dept. DIVISION Commissioner Kelley

CONTACT Carolyn Marks Bax TELEPHONE x2738

PERSON(S) MAKING PRESENTATION Commissioner Kelley

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Allow second opportunity for the community to respond to new IGA,
organizational structure and bylaws for Metropolitan Human Rights
Commission

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1992 MAY - 6 PM 4:02
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

NEWS

CONTACT: Teri Duffy, Public Information Officer, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES
IMMEDIATE RELEASE

FINAL PUBLIC HEARING ON METROPOLITAN HUMAN RIGHTS COMMISSION

Final public testimony on a County ordinance establishing a new Metropolitan Human Rights Commission will be heard by the Multnomah Board of County Commissioners on Thursday, May 14, 1992 at 10:30 A.M. in the County Courthouse Room 602, 1021 S.W. Fourth Ave., Portland.

In the fall of 1991, Multnomah County and the City of Portland convened a task force to make recommendations on what changes would make the Metropolitan Human Relations Commission (MHRC) a stronger and more effective organization to respond to the community's need to promote better human relations and protect the human rights of all groups within the County. After careful consideration of the Task Force recommendations, the history and operations of the MHRC, the City of Portland's Future Focus Plan and the needs and concerns of the entire County, both local governments will make it's final decision on the issue this coming week.

Copies of the ordinance, proposed bylaws and organizational structure are available to the press and public. Call Teri Duffy at 248-3308 for further information.

#

Gladys McCoy,
County Chair

Multnomah County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 720

An ordinance approving an intergovernmental agreement with the City of Portland for the establishment and operation of new Metropolitan Human Rights Commission and declaring an emergency.

Multnomah County ordains as follows:

Section 1. Purpose

A. In the Fall of 1991, the City of Portland (City) and the County agreed to create a Task Force to study the Metropolitan Human Relations Commission (MHRC) and to make recommendations on what, if any changes, would enable it to most effectively meet the needs of the metropolitan area in the 1990's.

B. On February 10, 1992, the Portland City Council and the Board of County Commissioners met in an informal session to hear and discuss the report from the MHRC Task Force.

C. After careful consideration of the Task Force recommendations, the history and operations of the MHRC, the Future Focus Plan, and the needs and concerns of the City, the County and the greater region, the City and County wish to create a new entity to be

04/23/92:1

1 called the Metropolitan Human Rights Commission and to arrange
2 their mutual rights and responsibilities in relation thereto.
3

4 D. Representatives of the City and County have developed an
5 intergovernmental agreement to establish the Rights Commission and
6 allocate responsibilities for funding it. The Agreement includes
7 detailed Bylaws governing the mission, membership and operation of
8 the Commission.
9

10 Section 2. Approval of Intergovernmental Agreement and Bylaws

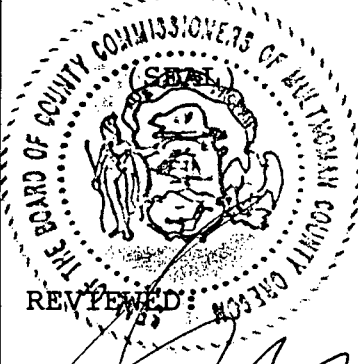
11 The Intergovernmental Agreement for creation of the
12 Metropolitan Human Rights Commission, including the Bylaws
13 governing the mission, membership and operation of the Rights
14 Commission (May 21, 1992), are hereby approved.
15

16 This Ordinance, being necessary for the health, safety, and
17 welfare of the people of Multnomah County, an emergency is
18 declared, and the Ordinance shall take effect upon its execution by
19
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26

04/23/92:1

1 the County Chair, pursuant to Section 5.50 of the Charter of
2 Multnomah County.

3
4 ADOPTED this 30th day of April, 1992, being
5 the date of its first reading before the Board of County
6 Commissioners of Multnomah County, Oregon.



Sharon Kelley for
Gladys McCoy, Chair
Multnomah County, Oregon

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By [Signature]
Laurence Kressel, County Counsel
For Multnomah County, Oregon

04/23/92:1

Meeting Date: MAY 1 4 1992

Agenda No.: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 5/14/92
(date) (date)
DEPARTMENT Nondepartmental DIVISION Chair's Office
CONTACT Fred Neal TELEPHONE X-3308
PERSON(S) MAKING PRESENTATION Fred Neal

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

RESOLUTION in the Matter of Urging Congress to Adopt a "Local Government
Postal Rate" for the Distribution of Mandated Services Such as Election Notices
and Tax Bills

5/15/92 copies to Fred Neal

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

RECEIVED
MAY 15 1992
CLERK OF
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Establishing)
a Local Government Postal Rate)
for the Distribution of Mandated) RESOLUTION
Services in an Effort to Benefit)
the Taxpayers of the United States) 92-85
at the Local Level)

WHEREAS, the National Association of Counties has urged Congress to hold hearings on the impact of recent and potential postal rate increases on local governments; and

WHEREAS, such hearings were held in November, 1991, and the recommendations of the National Association of Counties and local governments throughout the United States are now before the United States House of Representatives Subcommittee on Postal Operations and Services of the Committee on Post Office and Civil Service; and


WHEREAS, it is now imperative that local governments throughout the United States show their support for the implementation for such Legislation; and

WHEREAS, a reduction in local government postal service rates would have a direct impact of at least \$85,000 savings for Multnomah County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Multnomah County does hereby urge the Congress of the United States to support Legislation to establish a local government postal rate or the utilization of the "not-for-profit" rate for local governments for the distribution of mandated services at the local level such as jury service notices, voter registration receipts, tax notification, utility bills, etc., in an effort to benefit the taxpayers of the United States at the local level.

ADOPTED this 14th day of May, 1992.

MULTNOMAH COUNTY, OREGON

By 
Gladys McCoy, County Chair



REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By 

Meeting Date: MAY 14 1992

Agenda No.: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION- Social Security Exemption for Temporary Election Workers

BCC Informal _____ BCC Formal 5/14/92
(date) (date)
DEPARTMENT Nondepartmental DIVISION County Chair's Office
CONTACT Fred Neal TELEPHONE X-3308
PERSON(S) MAKING PRESENTATION Fred Neal

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

RESOLUTION in the Matter of Urging Congress to Repeal that portion of the Omnibus Budget Reconciliation Act of 1990 Which Requires that FICA be Withheld from the Pay of Election Workers

5/15/92 copies to Fred Neal

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY - 7 PM 12:16

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Repealing the)
Portion of the Omnibus Budget)
Reconciliation Act of 1990 Which) RESOLUTION
Requires That FICA be Withheld From)
the Pay of Election Officials or) 92-86
Election workers)

WHEREAS, the Congress of the United States passed The Omnibus Budget Reconciliation Act of 1990 which extended Federal Insurance Contributions Act (FICA) coverage to election officials or election workers who earn \$100.00 or more in a calendar year; and

WHEREAS, the withholding of FICA from the pay of election workers will cause numerous problems at the State and local level throughout the United States, due to the requirement that such withholdings be matched by State and local governments resulting in the very real possibility that election workers will expect their pay be increased to compensate for this loss of income, thus further increasing the matching costs and increased costs to State and local governments; and

WHEREAS, such actions will require considerable bookkeeping and maintenance, thus necessitating, in all probability, the hiring of additional clerks throughout State and local governments to maintain records of such items as well as the reporting of such withholdings by means of W-2 forms to election workers and the Federal Government; and

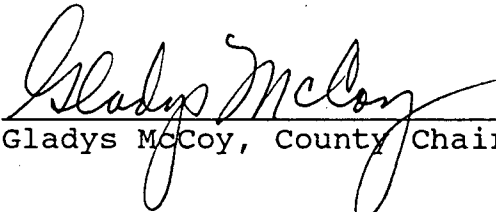
WHEREAS, eliminating FICA withholding for these election workers would save Multnomah County at least \$10,800 a year; and

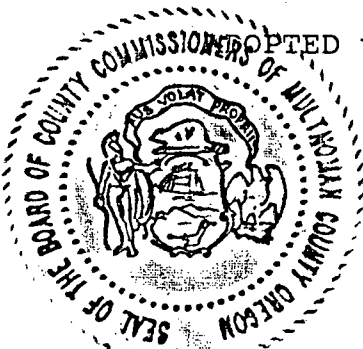
WHEREAS, there is a bipartisan effort to eliminate this requirement that FICA be withheld from the pay of election workers.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Multnomah County does hereby urge the Congress of the United States to support legislation which will repeal that portion of the Omnibus Budget Reconciliation Act of 1990 which requires that FICA be withheld from the pay of election officials or election workers.

ADOPTED this 14th day of May, 1992.

MULTNOMAH COUNTY, OREGON

By 
Gladys McCoy, County Chair



REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By 

Meeting Date: MAY 14 1992

Agenda No.: R-16

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION-Certificates of Participation

BCC Informal _____ BCC Formal 5/14/92
(date) (date)
DEPARTMENT Nondepartmental DIVISION Finance
CONTACT Patricia Shaw TELEPHONE X-3312
PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15-30 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

RESOLUTION in the Matter of the Approving of the Issuance and Negotiated Sale of Approximately \$36,000,000 Certificates of Participation (COP) for Juvenile Justice Complex, Approving and Authorizing the Certificate Purchase Agreement, the Lease-Purchase and Escrow Agreement, and the Preliminary Official Statement and Official Statement; and Designating an Authorized Officer.

5/15/92 copies to Patricia Shaw
David Boyer
Authorize the County to Proceed with Validation Process of COP Issue

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

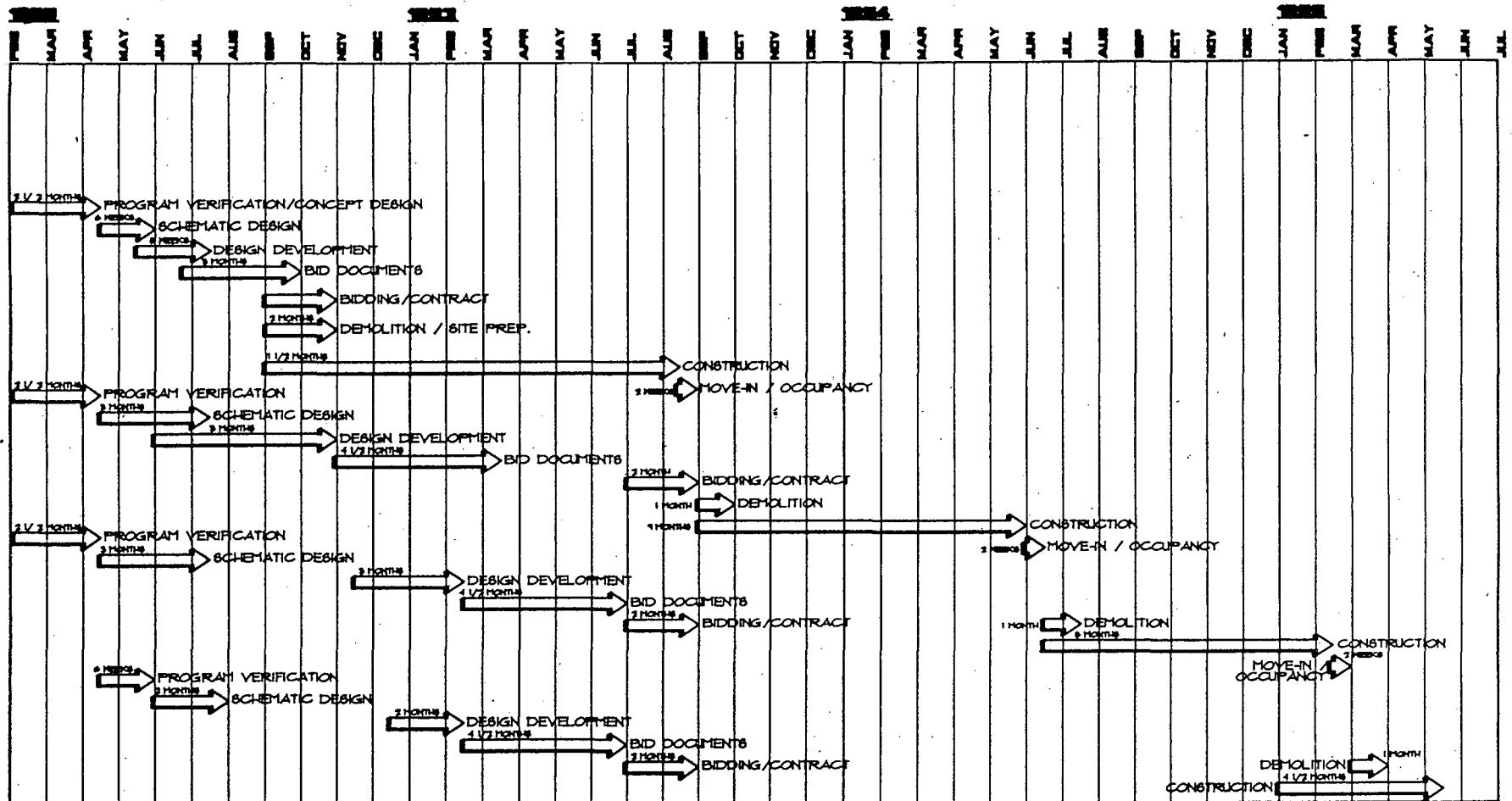
BOARD OF
COUNTY COMMISSIONERS
MULTI-NOMINATING COUNTY
OREGON
1992 MAY - 6 PM 3:46

PHASE 1 DETENTION UNITS, CENTRAL PLANT.

PHASE 2 ADMISSIONS INTAKE DETENT, ADMIN. VISITING, FOOD SERV., JUVENILE COURTS, COUNSELING & GYMNASIUM

PHASE 3 PUBLIC LOBBY RESOURCE & DEVEL. INFO SERVICE, ADMIN DIST ATTRY & CASA

PHASE 4 FINAL EXISTING BUILDING DEMO SITE WORK, PAVING & UTILITIES



KMD ARCHITECTS AND PLANNERS
A PROFESSIONAL CORPORATION
421 SW Sixth Avenue, Suite 1200 Portland, OR 97264
(503) 227-1474 FAX: (503) 227-0702

JUVENILE JUSTICE COMPLEX
Juvenile Court, Juvenile Justice Division,
& the Donald E. Long Home

**ESTIMATED
PROJECT TIMELINE**
11 MAY 1992

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GARY HANSEN
RICK BAUMAN
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners
FROM: Dave Warren, Budget Manager *DCW*
DATE: May 12, 1992
SUBJECT: Multi-year Costs of Juvenile Programs

MAY 12 PM 2:06
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

Commissioner Kelley asked me to review the Three Year Implementation Plan presented by Hal Ogburn and compare it to the recommendations of the Youth Action Plan Task Force. Attached is a spreadsheet showing the costs predicted by the Task Force compared with the costs estimated by Juvenile Justice.

Note that the spreadsheet incorporates the costs of current operations at the Donald E. Long Home and the costs of amortizing \$36,000,000 of Certificates of Participation. Neither of these expenses was addressed by the Task Force which concentrated on additional programs as alternatives to full detention programs.

Total Costs of Juvenile Justice Division Programs 1992/3 - 1994-5

The cost to the General Fund of Juvenile Justice Division programs over the next three years is:

1992-93	\$4,004,788	(pre Local (88 COLA)
1993-94	6,248,268	
1994-95	6,141,848	

This means that we will need to increase funding by approximately \$2 million in each of the next two fiscal years to implement the program plan recommended by the Juvenile Justice Division.

This increase results from two factors:

1. the difference between the debt service cost in the first year (\$1.15 million) and the debt service cost in all succeeding years (\$3.27 million) and
2. the additional cost of programs in 1994-95 (\$2.03 million).

The cost to the General Fund of debt service in the first year is overstated in the 1992-93 Budget. The amount budgeted is \$1.3 million - \$153,000 more than the current estimate for a single interest payment. In addition, Dave Boyer has estimated that the General Fund will be able to avoid approximately \$600,000 in first year costs because of interest to be earned on unspent C.O.P. proceeds.

Comparison of Three Year Implementation Plan with Youth Action Plan Task Force Recommendations

The Implementation Plan recommended by Juvenile Justice costs approximately \$800,000 less than the programs recommended by the Task Force. This lower cost can be found in three areas:

Priority One, Pre-Adjudication Detention Alternatives, are approximately \$360,000 lower than the Task Force estimate because the task force recommendation was for 30 beds and the Implementation Plan contemplates 24 beds,

Priority Two, Post-Adjudication Intermediate Sanctions, are approximately ^{170,000}~~\$260,000~~ lower than the cost estimated by the Task Force although the 16 bed AITP Short Term Residential Treatment unit contemplated by the Implementation Plan exceeds the 14 beds recommended by the Task Force, and

Priority Three, Early Intervention Programs, are approximately \$270,000 less than the Task Force recommendation because the Task Force recommendation of 7 beds of Short Term Emergency Shelter Care is not contemplated.

YOUTH ACTION PLAN TASK FORCE RECOMMENDED PROGRAM INCREASES			General Fund COSTS		JJD PROGRAM OVERVIEW			General Fund COSTS		1993 - 94		1994 - 95	
								1992 - 93					
					DETENTION PROGRAM								
					Current (94 Beds)								
					Operational Capital Total								
					2,630,125					0		0	
					2,630,125					0		0	
					New Facility (96 Beds) (4% Inflation)								
					Operational Capital Total								
					1,146,513					2,733,068		2,842,391	
					1,146,513					3,269,618		3,266,888	
					6,002,686					6,002,686		6,109,279	
					SUBTOTAL DETENTION					3,776,638		6,002,686	
												6,109,279	
PRIORITY ONE - PRE-ADJUDICATION DETENTION ALTERNATIVES					PRIORITY ONE - PRE-ADJUDICATION DETENTION ALTERNATIVES								
Locked Secure Shelter (12 ADP)					New Facility 8 bed locked secure							420,946	
Operational Capital Total					Operational Capital Total								
657,000												420,946	
Staff Secure Shelter (12 ADP)					New Facility 8 bed staff secure							420,946	
Operational Capital Total					Operational Capital Total								
569,400												420,946	
Staff Secure Shelter (6 ADP)					Contracted staff secure 6 beds							196,128	
Operational Capital Total					Operational Capital Total								
175,200												196,128	
SUBTOTAL PRIORITY ONE (30 Beds)					SUBTOTAL PRIORITY ONE (24 Beds)								
1,401,600												1,038,019	
PRIORITY TWO - POST-ADJUDICATION INTERMEDIATE SANCTIONS					PRIORITY TWO - POST-ADJUDICATION INTERMEDIATE SANCTIONS								
Locked Short Term Residential (14 ADP)					New Facility 16 Bed AITP							739,144	
Operational Capital Total					Operational Capital Total								
1,000,000												739,144	
SUBTOTAL PRIORITY TWO (14 Beds)					SUBTOTAL PRIORITY TWO (16 Beds)								
1,000,000												739,144	
PRIORITY THREE - EARLY INTERVENTION					PRIORITY THREE - EARLY INTERVENTION								
Short Term Emergency Shelter Care (7 ADP)													
Operational Capital Total													
201,845													
Diversion Support													
3 Juvenile Court Counselors					3 Juvenile Court Counselors							142,732	
Operational Capital Total					Operational Capital Total								
127,500					127,500					137,242		142,732	
3 Youth Svc Ctr Outreach Workers					3 Youth Svc Ctr Outreach Workers							112,674	
Operational Capital Total					Operational Capital Total								
100,650					100,650					108,340		112,674	
SUBTOTAL PRIORITY THREE					SUBTOTAL PRIORITY THREE								
429,995					228,150					245,582		255,406	
					TOTAL COSTS								
					4,004,788					6,248,268		8,141,848	

JUVENILE JUSTICE COMPLEX

Juvenile Court, Juvenile Justice Division & the Donald E. Long Home

KMD

PROBABLE PROJECT COSTS

NEW BUILDING - PHASED CONSTRUCTION (128 Detention Beds)

DEPARTMENT	BLDG AREA	PROJECT COSTS	
	TOTAL GROSS AREA	AVERAGE COSTS PER SQ FT.	TOTAL CONSTR COSTS
JJD ADMINISTRATION	1223	\$119	\$144,903
INFORMATION SYSTEMS	9248	\$114	\$1,053,402
RESOURCE & DEVELOPMENT	6458	\$114	\$734,942
INTAKE COUNSELING	3847	\$117	\$451,229
PROBATION SERVICES I	3339	\$119	\$399,036
PROBATION SERVICES II	2649	\$119	\$316,569
PROBATION SERVICES III	2872	\$119	\$343,169
COURT SERVICES	3002	\$119	\$358,766
DETENTION HOUSING (128 Beds)	45824	\$143	\$6,560,164
ADMISSIONS / INTAKE	13060	\$125	\$1,629,596
SCHOOL / EDUCATION	2685	\$131	\$351,305
CORRECTIONS HEALTH			
JUVENILE COURTS	23265	\$144	\$3,340,389
CASA (CRT APP. SPEC. ADV.)	4498	\$116	\$520,861
DISTRICT ATTORNEY	6386	\$121	\$774,433
GENERAL / SHARED SPACES	25586	\$119	\$3,036,014
CITIZEN'S REVIEW BOARD	315	\$125	\$39,381
CENTRAL PLANT - MECH/ELECT	9188	\$90	\$826,949
BUILDING SUBTOTAL	163445	\$128	\$20,881,098
SITEWORK & PAVING			\$1,527,000
TOTAL Estimated CONSTRUCTION COST		\$137	\$22,408,098
ASBESTOS ABATEMENT			\$700,000
FURNISHINGS & EQUIPMENT			\$1,500,000
OWNER PROJECT COSTS		35%	\$7,842,834
TOTAL PROJECT COSTS			\$32,450,932

OVERALL SUMMARY

	CONSTRUCTION COSTS	CONSTRUCTION COSTS	PROJECT COSTS
NON-DETENTION BUILDING AREA	92,688	\$11,513,084 (124)	\$15,542,664 (168)
DETENTION HOUSING	45,824	\$6,560,164 (143)	\$8,856,221 (193)
ADMISSIONS / INTAKE	15,745	\$1,980,901 (126)	\$2,674,216 (169)
CENTRAL PLANT	9,188	\$826,949 (90)	\$1,116,381 (121)
SITEWORK		\$1,527,000	\$2,061,450
ASBESTOS ABATEMENT			\$700,000
FURNISHINGS & EQUIPMENT			\$1,500,000
TOTAL PROJECT COSTS	163,445	\$22,408,098	\$32,450,932
	61569	8,541,065 (138)	11,530,437 (187)

JUVENILE JUSTICE COMPLEX

Juvenile Court, Juvenile Justice Division & the Donald E. Long Home

KMD

PROBABLE PROJECT COSTS

NEW BUILDING - PHASED CONSTRUCTION (88 Detention Beds)

DEPARTMENT	BLDG AREA	PROJECT COSTS	
	TOTAL GROSS AREA	AVERAGE COSTS PER SQ. FT.	TOTAL CONSTR COSTS
JJD ADMINISTRATION	1223	\$119	\$144,903
INFORMATION SYSTEMS	9248	\$114	\$1,053,402
RESOURCE & DEVELOPMENT	6458	\$114	\$734,942
INTAKE COUNSELING	3847	\$117	\$451,229
PROBATION SERVICES I	3339	\$119	\$399,035
PROBATION SERVICES II	2649	\$119	\$316,569
PROBATION SERVICES III	2872	\$119	\$343,150
COURT SERVICES	3002	\$119	\$358,766
DETENTION HOUSING (88 Beds)	31360	\$143	\$4,489,498
ADMISSIONS / INTAKE	13060	\$125	\$1,629,596
SCHOOL / EDUCATION	2685	\$131	\$351,305
CORRECTIONS HEALTH	23265	\$144	\$3,340,389
JUVENILE COURTS	4498	\$116	\$520,861
CASA (CRT APP. SPEC. ADV.)	6386	\$121	\$774,433
DISTRICT ATTORNEY	25586	\$119	\$3,036,014
GENERAL / SHARED SPACES	315	\$125	\$39,381
CITIZEN'S REVIEW BOARD	8299	\$90	\$746,896
CENTRAL PLANT - MECH/ELECT			
BUILDING SUBTOTAL	148091	\$126	\$18,730,379
SITWORK & PAVING			\$1,527,000
TOTAL Estimated CONSTRUCTION COST		\$137	\$20,257,379
ASBESTOS ABATEMENT			\$700,000
FURNISHINGS & EQUIPMENT			\$1,500,000
OWNER PROJECT COSTS		35%	\$7,090,083
TOTAL PROJECT COSTS			\$29,547,462

OVERALL SUMMARY

NON-DETENTION BUILDING AREA

DETENTION HOUSING

ADMISSIONS / INTAKE

CENTRAL PLANT

SITWORK

ASBESTOS ABATEMENT

FURNISHINGS & EQUIPMENT

TOTAL PROJECT COSTS

CONSTRUCTION COSTS

CONSTRUCTION COSTS

PROJECT COSTS

92,688

\$11,513,084 (124)

\$15,542,664 (168)

31,360

\$4,489,498 (143)

\$6,060,822 (193)

15,745

\$1,980,901 (126)

\$2,674,216 (170)

8,299

\$746,896 (90)

\$1,008,310 (121)

\$1,527,000

\$2,061,450

\$700,000

\$1,500,000

148,091

\$20,257,379

\$29,547,462

47105

\$24,703,999 (137)

\$28,735,038 (185)

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

In the matter of authorizing and approving
of the issuance and negotiated sale of the
Series 1992A Certificates of Participation,
approving and authorizing the Certificate
Purchase Agreement, the Lease-Purchase
and Escrow Agreement, and the Preliminary
Official Statement and Official Statement,
designating the Authorized Officer, and
authorizing the filing of Validation
Petition.

RESOLUTION
#92-

WHEREAS, the present Donald E. Long Home serves as a pretrial detention facility, a location for courts and support services for juveniles and their families and;

WHEREAS, the Board of County Commissioners has determined that the present Juvenile Detention Home is dilapidated and in critical need of replacement and;

WHEREAS, the Board of County Commissioners has recently entered into a Consent Decree in Federal Court settling litigation over conditions of detention at the Donald E. Long Home and;

WHEREAS, the Consent Decree obligates the Board of County Commissioners to construct completely new detention quarters for juveniles by October 31, 1993 and;

WHEREAS, the Youth Action Plan Task Force has determined that there is a need for an initial facility with the capacity of at least 128 beds and;

WHEREAS, Clackamas County and Washington County project an increased need for detention space along with current and future needs in Multnomah County, the initial facility needs to have a capacity of 128 beds and;

WHEREAS, the Board of County Commissioners has determined that a new complex which will best serve the community can be constructed on the present site of the Donald E. Long Home and;

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to acquire and construct certain building and improvements to be known as the "Juvenile Justice Complex", including the demolition and removal of the existing Juvenile Department Donald E. Long Home, for the purpose of providing facilities for the detention of juveniles and for administrative and court facilities and;

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

In the matter of authorizing and approving)
of the issuance and negotiated sale of the)
Series 1992A Certificates of Participation,)
approving and authorizing the Certificate)
Purchase Agreement, the Lease-Purchase)
and Escrow Agreement, and the Preliminary)
Official Statement and Official Statement,)
designating the Authorized Officer, and)
authorizing the filing of Validation)
Petition.)

RESOLUTION
#92- 87

WHEREAS, the present Donald E. Long Home serves as a pretrial detention facility, a location for courts and support services for juveniles and their families and;

WHEREAS, the Board of County Commissioners has determined that the present Juvenile Detention Home is dilapidated and in critical need of replacement and;

WHEREAS, the Board of County Commissioners has recently entered into a Consent Decree in Federal Court settling litigation over conditions of detention at the Donald E. Long Home and;

WHEREAS, the Consent Decree obligates the Board of County Commissioners to construct completely new detention quarters for juveniles by October 31, 1993 and;

WHEREAS, the Youth Action Plan Task Force has determined that there is a need for an initial facility with the capacity of at least 128 beds and;

WHEREAS, Clackamas County and Washington County project an increased need for from 12 to 20 beds of detention space, along with current and future needs of Multnomah County of 32 AITP treatment beds, 16 shelter beds and 60 pre-adjudication detention beds for an initial facility need of 128 beds and;

WHEREAS, the Board of County Commissioners has determined that a new complex which will best serve the community can be constructed on the present site of the Donald E. Long Home and;

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to acquire and construct certain building and improvements to be known as the "Juvenile Justice Complex", including the demolition and removal of the existing Juvenile Department Donald E. Long Home, for the purpose of providing facilities for the detention of juveniles and for administrative and court facilities and;

RESOLUTION - Page 1

WHEREAS, the Board had reviewed a proposed plan to provide funds for the payment of the costs of such acquisition, construction and demolition through the issuance of Tax-Exempt Certificates of Participation under a Lease-Purchase and Escrow Agreement to be entered into between Multnomah County (the "County") and a Vendor and Escrow Agent (the "Vendor") and the Board determines that the proposed issuance of Certificates of Participation for the financing of the Juvenile Justice Complex is in the best interest of the County and;

WHEREAS, the Board is advised that it is the reasonable expectation that the cost of the acquisition and construction of the Juvenile Justice Complex, the funding of a Debt Service Reserve and the payment of the costs of the issuance of the Certificates of Participation will not exceed the sum of \$36,000,000 and;

WHEREAS, the Director, Finance Division, has negotiated documents for the issuance of the Certificates and has received from Lehman Brothers (the "Underwriter") a Certificate Purchase Contract for the purchase of the Certificates evidencing proportionate interest in the Lease-Purchase payments to be made by the County and;

WHEREAS, the Board does find and determine that it is reasonable and necessary to approve and authorize the execution of the financing documents and being advised by the Director, Finance Division that the documents are in substantially final form and ready for approval and authorization;

THEREFORE BE IT RESOLVED THAT:

1. Pursuant to the authority of Oregon Revised Statutes Section 419.612 and the Charter of the County the Board determines and authorizes the demolition and removal of the Juvenile Department present juvenile detention facility known as the Donald E. Long Home and the acquisition and construction of a new Juvenile Justice Complex to provide facilities for the detention of juveniles and for juvenile court and administrative facilities (the "Facilities").
2. The Board does authorize the issuance and private negotiated sale of Certificates of Participation in an amount not to exceed \$36,000,000 (the "Certificates") to finance the Facilities and to fund a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates.
3. The Board does approve of the Series 1992A Lease-Purchase and Escrow Agreement (the "Agreement") and does authorize the Director, Finance Division, as the Authorized Officer, to execute the Agreement on behalf of the County.
4. The Board does approve of the terms and provisions of the Series 1992A Certificate Purchase Contract (the "Purchase Contract") and does approve of the terms, provisions and interest rates therein set forth and does authorize the Authorized Officer, with the advice and consent of the Chair, to execute the Purchase Contract on behalf of the County.

5. The County does authorize the issuance of the Series 1992A Certificates in fully registered form, in denominations of five thousand dollars (\$5,000) each or integral multiples thereof to be dated and to be numbered and to bear interest semi-annually as set forth in the Purchase Contract. Interest shall be calculated on the basis of a thirty-day month, three hundred and sixty-day year and shall be payable by check or draft mailed on the interest payment date to the Certificate owners whose names appear on the registration books of the County maintained by the Paying Agent as of the close of business on the fifteenth (15th) day of the month preceding an interest payment date. The County may prepay the Certificates in whole, or in part, at any time as may be set forth in the Purchase Contract. In addition the Certificates may be refunded or redeemable in full in the event of the prepayment of the Lease Payments as set forth in the Agreement by the deposit by the County of sufficient cash or government obligations to prepay the outstanding Lease Payments.

6. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners included such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

7. The Board does authorize the establishment of certain trust accounts as provided in the Agreement including the "Multnomah County, Oregon Series 1992A Juvenile Justice Complex Facilities Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient amounts to make up any deficiency in the amount of the Lease Payments due during the ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

8. The Certificates shall be secured by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities.

9. The County does designate and appoint Bank of America Oregon as the Vendor, Escrow Agent and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof.

10. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. When the Authorized Officer has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Officer may certify the accuracy of the Official Statement on behalf of the County.

11. The County does authorize the Authorized Officer of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

12. Upon the recommendation of County Counsel and the consent of the Chair, the County does approve of and authorize the filing of a validation petition seeking a judicial confirmation of the Certificate Purchase Agreement and the Lease-Purchase and Escrow Agreement.

ADOPTED this 14th day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Gladys McElroy
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Laurence Kessel

County Counsel

Meeting Date: MAY 14 1992

Agenda No.: R-17

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

BCC Informal _____ BCC Formal 5/14/92
(date) (date)
DEPARTMENT Nondepartmental DIVISION Finance
CONTACT Patricia Shaw TELEPHONE X-3312
PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

In the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of Certificates of Participation Issued to Finance the Juvenile Justice Complex Facilities

5/15/92 copies to Patricia Shaw
& David Boyer

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -6 PM 4:05

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

In the matter of the Declaration of Official)	
Intent to Reimburse Capital Expenditures with)	RESOLUTION
proceeds of Certificates of Participation)	#92- 88
issued to finance the Juvenile Justice)	
Complex Facilities.		

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") have adopted a Resolution authorizing the issuance and negotiated sale of Series 1992A Tax Exempt Certificates of Participation in an amount not to exceed \$36,000,000 to finance the Juvenile Justice Complex (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Certificates of Participation proceeds are, or are reasonably expected to be, reserved, allocated on a loan-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the Juvenile Justice Complex Facilities and such expenditures are intended to be reimbursed from the proceeds of the Certificates of Participation;

THEREFORE BE IT RESOLVED;

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in the financing of the Juvenile Justice Complex Facilities with proceeds of the Series 1992A Certificates of Participation.
2. The reasonable expectation of the Board is that the maximum amount of Certificates of Participation to be issued for reimbursement of expenditures is the sum of \$2,500,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building 1120 S.W. Fifth, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Certificates of Participation.
4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Certificates of Participation for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.

5. This Declaration of Official Intent is under United States Department of the Treasury Regulations Section 1.103-18.

ADOPTED this 14th day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

Gladys McElroy
Multnomah County Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By

Laurence Kessel
County Counsel

Meeting Date: MAY 14 1992

Agenda No.: R-18

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amending Multnomah County Audit Committee Ordinance No. 660

BCC Informal May 12, 1992 BCC Formal May 14, 1992
(date) (date)

DEPARTMENT Non-Departmental DIVISION Finance

CONTACT David Boyer TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer/Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ordinance No. 660 created the Multnomah County Audit Committee. The membership of this committee involved the Department Director, Department of General Services. In FY 1991-92, the Department of General Services was abolished. It is necessary to amend Ordinance No. 660 to reflect these changes.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

6448007
COUNTY CLERK
1992 MAY -4 PM 4:26
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Amending Multnomah County Audit Committee
Ordinance No. 660

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Ordinance No. 660 created the Multnomah County Audit Committee. The membership of this committee involved the Department Director, Department of General Services. In FY 1991-92, the Department of General Services was abolished. It is necessary to amend Ordinance No. 660 to reflect these changes.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

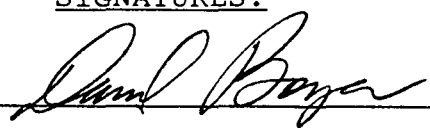
What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

NONE

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An ordinance amending the Multnomah County Audit Committee Ordinance by changing the membership of the Multnomah County Audit Committee and deleting references to the Department of General Services. (Language in brackets [] is to be deleted; underlined language is new.)

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

(A) Ordinance No. 660 created the Multnomah County Audit Committee. The ordinance has not been codified in the County Code. The membership of this committee included the Department Director, Department of General Services.

(B) In FY 91-92, the Department of General Services was abolished.

(C) It is necessary to amend Ordinance No. 660 to reflect the above changes.

Section II. Amendment.

Section V(A) of Ordinance 660 is amended to read as follows:

(A) The membership of the Audit Committee shall be the following:

- (1) County Chair or designee.
- (2) One County Commissioner appointed by Chair.
- (3) County Auditor. (Non-Voting Capacity)
- (4) Independent citizen who is a CPA appointed by the Chair.

(5) Two independent citizens recommended by the Citizen Involvement Committee.

(6) [Department] County Finance Director, [Department of General Services] (Non-Voting Capacity).

Section III. Amendment.

Section VII(D)(1) of Ordinance 660 is amended to read as follows:

(D) Department Responsibilities:

(1) When notified by the Finance Division, [Department of General Services,] that an audit has been initiated, the agency being audited shall make available all books and records requested by the external auditor. The agency shall cooperate with the external auditor to the fullest extent possible so that the audit may be completed as quickly and prudently as possible.

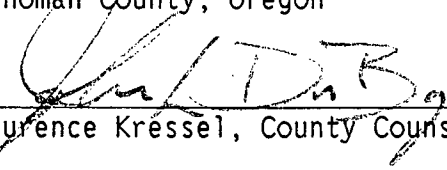
ADOPTED this _____ day of _____, 1992, being the date of its _____ reading before the Board of County Commissioners of Multnomah County.

MULTNOMAH COUNTY, OREGON

By _____
GLADYS McCOY
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By 
Laurence Kressel, County Counsel

2592ES2

BUDGET MODIFICATION NO. NOND 30(For Clerk's Use) Meeting Date MAY 14 1992
Agenda No. R-191. REQUEST FOR PLACEMENT ON THE AGENDA FOR 5/14/92 5/14/92
(Date)DEPARTMENT Non-DepartmentalDIVISION Emergency ManagementCONTACT Penny MalmquistTELEPHONE 251-2466*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Penny MalmquistSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification increasing revenue From Federal Emergency Management Agency Grant from \$60,300 to 63,476.29. (Object code 2074)

(Estimated Time Needed on the Agenda) 5 minutes

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification represent an increase in the grant monies awarded to Multnomah County Emergency Managment through the Federal Emergency Management Agency (FEMA) Grant. This increase is due to additional funds being made available to local agencies and based on grant reports submitted during the fourth quarter of the Federal fiscal year.

1992 MAY -4 PM 4:26
 CLERK OF
 COUNTY CLERK'S OFFICE
 MULTNOMAH COUNTY
 OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

This budget modification increases object code #2074 by \$3,176.29. This increase is due to additional monies being awarded to local agencies via the FEMA grant program

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____
 (Specify Fund) (Date)
 After this modification \$ _____

Originated By <u>Penny Malmquist</u>	Date <u>4/2/92</u>	Department Director <u>[Signature]</u>	Date <u>5/4/92</u>
Finance/Budget	Date	Employee Relations	Date
<u>David C. Warren</u>	<u>5/4/92</u>		
Board Approval <u>[Signature]</u>		Date <u>5/14/92</u>	

FEDERAL EMERGENCY MANAGEMENT AGENCY
STATE AND LOCAL EXPENDITURES
EMERGENCY MANAGEMENT ASSISTANCE

STATE NUMBER

FEMA NUMBER

O.M.R. NO 3067-0080

IN SUBMITTING THIS REPORT, THE STATE REPRESENTS THAT JUSTIFICATION TO SUPPORT THESE EXPENDITURES IS CONTAINED IN THE STATE WORKPLAN APPROVED BY FEMA OR IN STATE-APPROVED WORKPLANS OF LOCAL JURISDICTIONS. IT IS UNDERSTOOD THAT FAILURE TO EXECUTE THE ELEMENTS OF THOSE WORKPLANS MAY RESULT IN WITHHOLDING OR RECOVERY OF FUNDS BY FEMA PROVIDED THEREFOR.

ORGANIZATION (As On FEMA Form 85-16)

STATE

DATE

PERIOD COVERED

MULTNOMAH COUNTY EMERGENCY MANAGEMENT

OREGON

Nov. 18, 1991

FROM
July 1991

THROUGH
October 1991

COST CATEGORIES

CLAIMANT AGENCY OR VENDOR

PERSONNEL
COMPENSATION
AND BENEFITS

TRAVEL AND
TRANSPORTATION
OF PERSONS

ALL OTHER

TOTAL

CHECK NO OR OTHER
PROOF OF PAYMENT

I CERTIFY THAT ALL BILLS, PAYROLLS, ECT LISTED ON THIS VOUCHER HAVE BEEN PAID

David A. Boyer 11/24/91

TOTALS BEFORE INDIRECT COST

\$31,248.84

\$242.71

\$2,081.39

\$33,572.94

INDIRECT COST (1.48%)

\$462.48

\$3.59

\$30.80

\$496.88

TOTAL AMOUNTS EXPENDED

\$31,711.33

\$246.30

\$2,112.19

\$34,069.82

FEDERAL SHARE

\$15,855.66

\$123.15

\$1,056.10

\$17,034.91

*Gary - pay an additional
amount of 3,176.29
JA*

Abby Keston
APPROVED FOR PAYMENT

TOTAL AMOUNTS EXPENDED

FEDERAL SHARE

MEMORANDUM

February 19, 1992

TO: EMA Program Managers

FROM: Abby Kershaw
Assistant Administrator
Local/Administrative Programs

SUBJECT: End of FY91 Payment

Enclosed is a check which constitutes an additional amount of FY91 EMA Program funds which we were able to distribute from an ending balance of \$50,832.46. We were able to split that amount into equal payments of \$3,176.29 to those jurisdictions that, after receiving their full allocations, had submitted supplemental billings. Those jurisdictions that, after receiving their full allocations, had billed less than that amount, received full payment for the total amount billed.

Should you have any questions about your payment, please call Tom Hoots, our EMA/Fiscal Coordinator, at 378-2903.

Enclosures



595 Cottage Street NE
Salem, OR 97310

Local/Administrative Programs	(503) 378-2903
Plans and Resources Program	(503) 378-4104
Communications/9-1-1 Program	(503) 378-2911
General Information	(503) 378-4124
FAX	(503) 588-1378

ORIGINAL

ACTION
CODE

A

05-54-3

3,176.29

D00878

AGENCY VOUCHER NO.

DATE 03-27-92

VENDOR NUMBER C02601

PAYEE AND ADDRESS

COUNTY OF MULTNOMAH
OFFICE OF EMERGENCY MANAGEMENT
12240 NE GLISAN
PORTLAND OR 97230

AUDITED BY

EXECUTIVE DEPARTMENT
155 COTTAGE ST NE
SALEM OR 97310-0320

TOTAL

\$3,176.29

PAYMENT OF: INVOICE 4THQTR EMA
NET PAID

REFERENCE D00878

3,176.29

\$3,176.29

MESSAGE: 4TH QUARTER EMA

ACCOUNT CODING:	ASY 10500	BCH D21	INV 4THQTR EMA	TC 40	TD 920326	REF D00878
DESCRIPTION	PCD	PROJECT	FUND	BI	COST CENTER	ACCOUNT
COUNTY OF MULTNOMAH	F91003	599	3	10 04 01 00	980135	3,176.29

NOTICE TO VENDOR

REMITTANCE ADVICE

Enclosed is warrant in full payment of claim listed above. Please refer to Voucher Number indicated if you have any question regarding this payment.

FOR STATE AGENCY USE ONLY

This certifies that the materials, services, cash advanced, or expenses covered by this claim have been furnished, rendered or expended on behalf of the State of Oregon. The provision for payment is made by law and appropriation, the obligation or expenditure is authorized by law and the claim otherwise satisfies the requirements as provided by ORS 293.295. This claim has been approved for payment in the above amount.

Meeting Date: MAY 14 1992

Agenda No.: R-20

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Order Designating a Registered Office and Agent for
Central County Service District No. 3

BCC Informal May 12, 1992
(date)

BCC Formal May 14, 1992
(date)

DEPARTMENT Non-Departmental

DIVISION Finance

CONTACT David Boyer

TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer / Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

ORS 198.340 requires that a special district designate a registered
office and registered agent.

5/15/92 copies to David Boyer,
Jean Uzelac & John West

CLERK OF
COUNTY COMMISSIONERS
1992 MAY -4 PM 4:26
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____



(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
SITTING AS THE GOVERNING BODY OF
CENTRAL COUNTY SERVICE DISTRICT NO. 3

In the Matter of Designating a)
Registered Office and Registered)
Agent for Central County Service)
District No. 3)

ORDER NO. 92-89

It appearing that ORS 198.340 requires that a special district shall designate a registered office and a registered agent; it is therefore

ORDERED, that the registered office for Central County Service District No. 3 be:

Multnomah County Finance
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland OR 97214-0700

FURTHER ORDERED, that the registered agent for Central County Service District No. 3 be:

David Boyer, Finance Director
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland, OR 97214-0700

DATED this 14th day of May, 19 92.



CENTRAL COUNTY SERVICE DISTRICT NO. 3
by Board of County Commissioners
for Multnomah County, Oregon

Gladys McCoy
GLADYS MCCOY/Chair

LARRY KRESSEL
County Counsel
for Multnomah County, Oregon

By

John DuBay
JOHN DuBAY

Assistant County Counsel

Meeting Date: MAY 14 1992

Agenda No.: R-21

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Order Designating a Registered Office and Agent for
Dunthorpe-Riverdale Service District No. 1

BCC Informal May 12, 1992
(date)

BCC Formal May 14, 1992
(date)

DEPARTMENT Non-Departmental

DIVISION Finance

CONTACT David Boyer

TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer/Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

ORS 198.340 requires that a special district designate a registered
office and registered agent.

*5/15/92 copies to David Boyer,
Jean Uzelac & John Dorst*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

[Handwritten signature]

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 MAY -4 PM 4:26

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
SITTING AS THE GOVERNING BODY OF
DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

In the Matter of Designating a)
Registered Office and Registered)
Agent for Dunthorpe Riverdale)
Service District No. 1)

ORDER NO. 92-90

It appearing that ORS 198.340 requires that a special district shall designate a registered office and a registered agent; it is therefore

ORDERED, that the registered office for Dunthorpe Riverdale Service District No. 1 be:

Multnomah County Finance
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland OR 97214-0700

FURTHER ORDERED, that the registered agent for Dunthorpe Riverdale Service District No. 1 be:

David Boyer, Finance Director
PO Box 14700
1120 SW Fifth Avenue, Suite 1430
Portland, OR 97214-0700

DATED this 14th day of May, 19 92.



DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1
by Board of County Commissioners
for Multnomah County, Oregon


GLADYS MCCOY Chair

REVIEWED:

LARRY KRESSEL
County Counsel
for Multnomah County, Oregon

By


JOHN DuBAY

Assistant County Counsel

Meeting Date: MAY 14 1992

Agenda No.: R-22

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Order Designating a Registered Office and Agent for
Mid County Service District No. 14

BCC Informal May 12, 1992
(date)

BCC Formal May 14, 1992
(date)

DEPARTMENT Non-Departmental

DIVISION Finance

CONTACT David Boyer

TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer/Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

ORS 198.340 requires that a special district designate a registered
office and registered agent.

*5/15/92 copies to David Boyer, Jean Uzelac &
John Dorrest*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

[Handwritten signature]

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTICOUNTY
OREGON
1992 MAY -4 PM 4:27

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
SITTING AS THE GOVERNING BODY OF
MID COUNTY SERVICE DISTRICT NO. 14

In the Matter of Designating a)
Registered Office and Registered)
Agent for Mid County Service)
District No. 14)

ORDER NO. 92-91

It appearing that ORS 198.340 requires that a special district shall designate a registered office and a registered agent; it is therefore

ORDERED, that the registered office for Mid County Service District No. 14 be:

Multnomah County Finance
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland OR 97214-0700

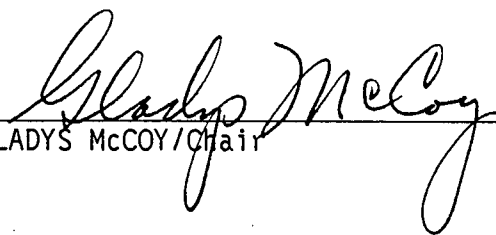
FURTHER ORDERED, that the registered agent for Mid County Service District No. 14 be:

David Boyer, Finance Director
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland, OR 97214-0700

DATED this 14th day of May, 19 92.



MID COUNTY SERVICE DISTRICT NO. 14
by Board of County Commissioners
for Multnomah County, Oregon


GLADYS MCCOY/Chair

REVIEWED:

LARRY KRESSEL
County Counsel
for Multnomah County, Oregon

By


JOHN DuBAY

Assistant County Counsel

Meeting Date: MAY 14 1992

Agenda No.: R-23

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Order Designating a Registered Office and Agent for
West Hills Service District No. 2

BCC Informal May 12, 1992
(date)

BCC Formal May 14, 1992
(date)

DEPARTMENT Non-Departmental

DIVISION Finance

CONTACT David Boyer

TELEPHONE 248-3312

PERSON(S) MAKING PRESENTATION David Boyer/Jean Uzelac

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3-5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

ORS 198.340 requires that a special district designate a registered
office and registered agent.

*5/15/92 copies to David Boyer, Jean Uzelac
& John Dorst*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

[Handwritten signature]

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1992 MAY -4 PM 4:26
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
SITTING AS THE GOVERNING BODY OF
WEST HILLS SERVICE DISTRICT NO. 2

In the Matter of Designating a)
Registered Office and Registered)
Agent for West Hills Service)
District No. 2)

ORDER NO. 92-92

It appearing that ORS 198.340 requires that a special district shall designate a registered office and a registered agent; it is therefore

ORDERED, that the registered office for West Hills Service District No. 2 be:

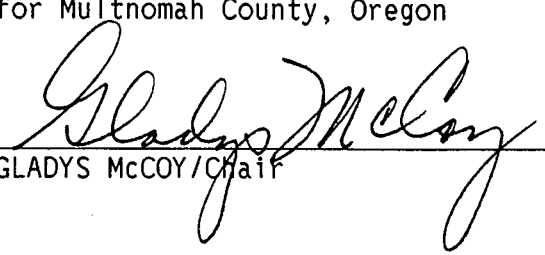
Multnomah County Finance
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland OR 97214-0700

FURTHER ORDERED, that the registered agent for West Hills Service District No. 2 be:

David Boyer, Finance Director
1120 SW Fifth Avenue, Suite 1430
PO Box 14700
Portland, OR 97214-0700

DATED this 14th day of May, 19 92.

WEST HILLS SERVICE DISTRICT NO. 2
by Board of County Commissioners
for Multnomah County, Oregon


GLADYS MCCOY/Chair

REVIEWED:

LARRY KRESSEL
County Counsel
for Multnomah County, Oregon

By 

JOHN DuBAY
Assistant County Counsel

Meeting Date MAY 14 1992

Agenda No.: R-24

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: National Public Works Week

BCC Informal _____ BCC Formal May 14, 1992

(date) _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Virginia Webster TELEPHONE 248-5384

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Proclamation in the matter of declaring the week of May 17-23, 1992, as National Public Works Week in Multnomah County, Oregon, and recognizing the contributions that all public works officials make to everyday health and safety.

5/14/92 ^{SECOND} ORIGINAL to Virginia Webster; 5/15/92 copy to Virginia Webster

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL lu

Or

DEPARTMENT MANAGER Paul Yauborough / bkw

(All accompanying documents must have required signatures)

3706V/2986V

BOARD OF
COUNTY COMMISSIONERS
MAY 14 1992
MAY - 8 PM 4:27
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

For the Purpose of Recognizing)
National Public Works Week,)
May 17-23, 1992)
_____)

PROCLAMATION

WHEREAS, public works services provided in Multnomah County are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs, such as streets, highways, bridge engineering and maintenance, sewers, water, public buildings, parks, and snow removal; and

WHEREAS, the health, safety, and comfort of Multnomah County citizens greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are dependent upon the efforts and skills of the public works officials; and

WHEREAS, these efforts are greatly influenced by attitudes of the citizens of Multnomah County and their understanding of the importance of the work performed; NOW THEREFORE,

BE IT PROCLAIMED, Multnomah County recognizes May 17-23, 1992, as National Public Works Week and calls upon the citizens of this community to recognize the contributions that all public works officials make every day to our health, safety, and comfort.

Dated the 14th day of May, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL,
County Counsel for Multnomah County

By _____
Deputy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

For the Purpose of Recognizing
National Public Works Week,
May 17-23, 1992

)
)
)
)
PROCLAMATION
92-80

WHEREAS, public works services provided in Multnomah County are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs, such as streets, highways, bridge engineering and maintenance, sewers, water, public buildings, parks, and snow removal; and

WHEREAS, the health, safety, and comfort of Multnomah County citizens greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are dependent upon the efforts and skills of the public works officials; and

WHEREAS, these efforts are greatly influenced by attitudes of the citizens of Multnomah County and their understanding of the importance of the work performed; NOW THEREFORE,

BE IT PROCLAIMED, Multnomah County recognizes May 17-23, 1992, as National Public Works Week and calls upon the citizens of this community to recognize the contributions that all public works officials make every day to our health, safety, and comfort.

Dated the 14th day of May, 1992.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy, Chair