



Multnomah County Oregon

Board of Commissioners & Agenda

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BOARD OF COMMISSIONERS

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JUNE 22 & 24, 2004

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Executive Session
Pg 4	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 4	9:30 a.m. Thursday PERS Update
Pg 4	9:50 a.m. Thursday Proclaiming a Week in Celebration of the 150th Anniversary of the Multnomah County Sheriff's Office
Pg 5	10:15 a.m. Thursday Resolution Adopting a Hazardous Conditions and Administrative Closure Policy
Pg 5	10:40 a.m. Thursday Biennial Coordinated Comprehensive Plan Update for Children, Families and Community

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

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

Tuesday, June 22, 2004 - 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

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

Thursday, June 24, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

- C-1 Reappointment of Terri Williams to the MULTNOMAH COUNTY AUDIT COMMITTEE
- C-2 Reappointments of Andrew Holtz, Sara Carter, Tye Aldana and Paul Crumrine to the MULTNOMAH COUNTY BICYCLE AND PEDESTRIAN CITIZEN ADVISORY COMMITTEE
- C-3 Appointments of Matt Tollefson and Stuart Weitz to the OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS CITIZEN BUDGET ADVISORY COMMITTEE

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY

- C-4 Budget Modification NOND 03, Appropriating Marion County Child Care Development Grant in the Amount of \$24,167 to the Commission on Children, Families, and Community Budget for FY 2004

- C-5 Amendment 1 to Government Expenditure Contract (190 Agreement) 0410477 with the Oregon Commission on Children & Families, Increasing the "Not to Exceed" Amount of Medicaid Administrative Claiming from \$100,000 to \$240,000 during the Current Biennium
- C-6 Amendment 2 to Government Revenue Contract (190 Agreement) 0410478 with the Oregon Commission on Children & Families. Adjusting the Multnomah County Commission on Children, Families, and Community Grant Downward by \$360,030 to Reflect Measure 30 Cuts to the Crisis Nurseries Program and to the Health Start Program

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-7 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to HUYNH LLC
- C-8 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to IVAN TRACHUK
- C-9 Amendment No. 17 to Government Revenue Contract (190 Agreement) 3013087 with the City of Fairview, Providing Street Maintenance Services for the City
- C-10 Amendment No. 17 to Government Revenue Contract (190 Agreement) 3012987 with the City of Troutdale, Providing Street Maintenance Services for the City
- C-11 Amendment No. 17 to Government Revenue Contract (190 Agreement) 3012887 with the City of Wood Village, Providing Street Maintenance Services for the City
- C-12 Amendment 1 to Government Revenue Contract (190 Agreement) 0110990 with the Oregon Department of Transportation, Adding the 2003 and 2004 Exchange Funds to the Rural Surface Transportation Program (STP) Fund Exchange Agreement
- C-13 Government Expenditure Contract (190 Agreement) 4600004806 with the City of Gresham, for Joint Services Under a Municipal NPDES Separate Storm Sewer Permit

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-14 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

DEPARTMENT OF COMMUNITY JUSTICE

- C-15 Budget Modification 04_DCJ_BCC_13 Appropriating \$10,467 Oregon Youth Authority (OYA) Revenue for Assisting with the State's Implementation of the Juvenile Justice Information System

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 PERS Challenges Update and Presentation of PERS \$184,483 Settlement Check. Presented by Multnomah County Chief Financial Officer Dave Boyer and Bill Gary, Attorney from Harrang/Long/Gary/Rudnick, P.C. 15 MINUTES REQUESTED.
- R-2 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Section 19.002, Library Board, to Add Youth Board Members

SHERIFF'S OFFICE - 9:50 AM

- R-3 PROCLAMATION Proclaiming June 24 to July 1, 2004 a Week in Celebration of the 150th Anniversary of the Multnomah County Sheriff's Office

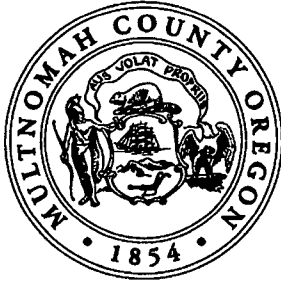
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 10:00 AM

- R-4 RESOLUTION Approving a Lease of Property Located at 150 West Powell Boulevard, Gresham, Oregon from the City of Gresham for Use by State District Courts and District Attorney Support Staff
- R-5 RESOLUTION Declaring Property Located at 1 NW First Avenue, Portland, Oregon Known as the Burnside Bridge Storage Vault, to be Surplus and Approving a Real Property Lease to Portland Saturday Market

- R-6 RESOLUTION Declaring Property Located Under East End of Hawthorne Bridge Known as Stephens Addition, Tax Lot 600, Lots 1 and 2, Block 41, Portland, Oregon, to be Surplus and Approving a Real Property Ground Lease to American Metal Products
- R-7 RESOLUTION Adopting a Hazardous Conditions and Administrative Closure Policy
- R-8 Budget Modification BCS 04-04 Requesting \$153,868 General Fund Contingency Transfer to Implement Changes to the Classification and Compensation Plan for the Program Development Specialist and Planners Study
- R-9 First Reading of a Proposed ORDINANCE Amending MCC § Chapter 29, Building Regulations, Relating to Grading and Erosion Control to Correct Errors, Clarify the Types of Actions that Require a Permit, and Streamline the Review Process
- R-10 First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY - 10:40 AM

- R-11 Biennial Coordinated Comprehensive Plan Update for Children, Families and Community (SB 555)
- UC-1 NOTICE OF INTENT to Apply for Verizon Wireless, West Area Hopeline Grant
- UC-2 RESOLUTION Approving the Quitclaim of the County's Interest in Certain Real Property to Janus Youth; Accepting the Conveyance of Real Property and Reconveying the Real Property to Janus Youth Program, Inc.



Diane Linn, Multnomah County Chair

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MEMORANDUM

TO: Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Delma Farrell
Administrative Director

DATE: June 23, 2004

RE: Board Briefing/Meeting Excused Absences

Chair Linn will not attend the Thursday June 24, 2004 Regular Board Meeting. She is helping make arrangements for her father's funeral.

Chair Linn will be on vacation from Friday June 25th until Wednesday July 7th. In her absence, John Ball, Chief of Staff, will be in charge of the Chair's Office.

c: Department Directors
Chair's Office

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 06/03/04

Requested Date: 6/24/2004

Time Requested: Consent Calendar

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503/988-3308

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Reappointment of Terri Williams to the Multnomah County Audit Committee

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request Board approval for reappointment of Terri Williams to the Multnomah County Audit Committee
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The County's Audit Committee serves as a liaison between the Board of County Commissioners, the County's independent external auditor, and management, as their duties relate to financial accounting, reporting, and internal controls and compliance. The Audit Committee reviews accounting policies and reporting practices of Multnomah County as they relate to the County's Comprehensive Annual Report. The Committee participates with management during the selection process of the external auditors. The Audit Committee consists of seven members: County Chair or designee, one County Commissioner appointed by the Chair; County Auditor (non-voting capacity), one independent citizen who is a CPA appointed by the Chair, two independent citizens recommended by the Citizen Involvement Committee, County Finance Director (non-voting capacity). Citizen members serve 3-year terms with 2 term limits.
3. **Explain the fiscal impact (current year and ongoing).** No current year or ongoing fiscal impact.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

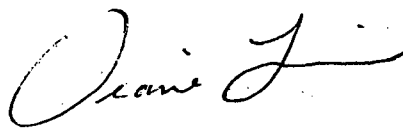
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 6/3/2004

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 06/10/04

Requested Date: 6/24/2004

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503/988-3308

Ext.: 83953

I/O Address: 503/600

Presenters: N/A

Agenda Title: Reappointments of Andrew Holtz, Sara Carter, Tye Aldana and Paul Crumrine to the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Recommend Board approval for the reappointments of Andrew Holtz, Sara Carter, Tye Aldana and Paul Crumrine to the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Multnomah County Bicycle and Pedestrian Citizen Advisory Committee advises the Transportation and Land Use Planning Division on matters involving bicycle and pedestrian transportation; identifies issues, problems, opportunities and assist in evaluating projects for the Bicycle Capital Improvement Plan and Pedestrian Capital Improvement Plan; acts as liaison between the Division and organizations represented, and serves as a source of volunteers for assisting the Division at public events supporting bicycle and pedestrian issues. There are 14 member positions (#1: 1 citizen nominated by City of Gresham; #2: 1 citizen nominated by City of Troutdale; #3: 1 citizen nominated by City of Wood Village; #4: 1 citizen nominated by City of Fairview; #5: 1 citizen nominated by Northeast Multnomah County Community Association; #6: 1 citizen nominated by Sauvie Island Conservancy; #7: 1 citizen nominated by Sauvie Island Grange; #8: 1 citizen from Multnomah County At-Large,

nominated by Citizen Involvement Committee; #9: 1 citizen from unincorporated Multnomah County west of the Willamette River, nominated by Citizens for the Preservation of Skyline Ridge; #10: 1 citizen from unincorporated Multnomah County, west of the Sandy River, nominated by Multnomah County Citizen Involvement Committee; #11: 1 member of Portland Bicycle Advisory Committee; #12: 1 member of Bicycle Transportation Alliance; # 13: 1 member of Willamette Pedestrian Coalition; #14: 1 member of Portland Pedestrian Advisory Committee. If representatives are not nominated by the respective organizations, the Division may nominate a representative who lives within the respective geographic area. Appointed by the County Chair with approval by the Board of County Commissioners. Appointed by position for 2-year terms. 3 term limit. Matthew Larsen, Department of Business and Community Services, Land Use Planning and Transportation Division, is staff liaison to the Committee.

3. **Explain the fiscal impact (current year and ongoing).** No current year or ongoing fiscal impact.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**

- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 6/10/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 06/03/04

Requested Date: 6/24/2004

Time Requested: Consent Agenda

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Delma Farrell

Phone: 503/988-3953

Ext.:

I/O Address: 503/600

Presenters: N/A

Agenda Title: Appointments of Matt Tollefson and Stuart Weitz to the Office of School and Community Partnerships Citizen Budget Advisory Committee

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Request Board approval for appointments of Matt Tollefson and Stuart Weitz to the Office of School and Community Partnerships Citizen Budget Advisory Committee.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Citizen Budget Advisory Committees (CBACs) act as advisory committees to all County Department Directors, Elected Officials and non-departmental programs; they participate in County budget development and review. CBACs meet regularly during County budget process. Each CBAC consists of seven members appointed by the County Chair with approval of the Board of County Commissioners. Positions 1,2,3,4 and 6 are nominated by the Citizen Involvement Committee; positions 5 & 7 are nominated by the department or elected official. Committees represent the County departments, the Sheriff's Office, the Multnomah County District Attorney, Nondepartmental programs. The Multnomah County Library Advisory Board functions as the Library CBAC and the Community Health Council functions as the Health Department CBAC. CBAC members are appointed to 3-year terms with a 2-term limitation.
 3. **Explain the fiscal impact (current year and ongoing).** No current year or ongoing fiscal impact.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?

- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

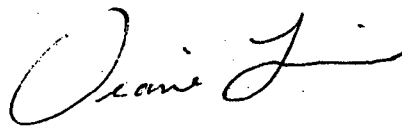
- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved. No legal and/or policy issues involved.**

5. **Explain any citizen and/or other government participation that has or will take place. Appointees were nominated by the County Office of Citizen Involvement after having gone through a membership committee process.**

Required Signatures:

Department/Agency Director:



Date: 6/3/2004

AGENDA PLACEMENT REQUEST

BUD MOD #: NOND 03

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE June 24, 04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: June 24, 2004
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 05/27/04

Requested Date: June 24, 2004

Time Requested: Consent Calendar

Department: Non-Departmental

Division: CCFC

Contact/s: Elana Emlen, Wendy Lebow (CCFC)

Phone: 503-988-6981

Ext.: 86981

I/O Address: 166/6

Presenters: N/A

Agenda Title: Budget Modification NOND 03, Appropriating Marion County Child Care Development Grant in the Amount of \$24,167 to the Commission on Children, Families, and Community Budget for FY 2004

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Commission on Children, Families, and Community requests approval of bud mod NOND 03, Marion County Child Care Development grant in the amount of \$24,167 for FY 2004. These funds will be used to enhance the training opportunities for child care providers within Multnomah County.

Please provide sufficient background information for the Board and the public to understand this issue. Marion County applied for and is the fiscal agent for this Child Care Development Grant in collaboration with Multnomah, Clackamas, Washington, Lane, and Jackson Counties. It is a three-year grant awarded for the purpose of improving child care quality for over 65% of Oregon's children under 13 years of age. Multnomah County has agreed to participate in the 6-county grant by providing in kind support through coordination; assisting in the development of an RFP for a wage and benefits and turnover rate study; sharing information on child care provider training

opportunities, and participating in project oversight. Funds are allocated to the County in years two and three of the grant (FY 2004 and FY 2005) to enhance the training opportunities for child care providers within Multnomah County.

3. **Explain the fiscal impact (current year and ongoing).** This bud mod will add \$24,167 to the CCFC office budget in FY 2004. The grant itself covers three years; Multnomah County receives funds from it in years two and three of the grant (FY 2004 and FY 2005). The third year award is included in the CCFC's FY 2005 budget request. Funds will pay for staff time and materials and supplies in support of the six-county project.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** This action adds \$24,167 in new revenue to the CCFC budget.
- ❖ **What budgets are increased/decreased?** The CCFC Federal-State Fund budget is increased by \$24,167.
- ❖ **What do the changes accomplish?** This action will allow the CCFC to provide support and training materials to the project to improve child care quality.
- ❖ **Do any personnel actions result from this budget modification?** None.
- ❖ **Is the revenue one-time-only in nature?** The grant award covers FY 2004 and 2005.
- ❖ **If a grant, what period does the grant cover?** FY 2004 and FY 2005.
- ❖ **When the grant expires, what are funding plans?** This grant was awarded for a particular project. At this time, the CCFC has no plans to continue the project beyond the grant period.
- ❖ **NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

4. **Explain any legal and/or policy issues.** N/A.
5. **Explain any citizen and/or other government participation that has or will take place.** This grant is a six-way collaboration between Multnomah, Marion, Washington, Jackson, Lane, and Clackamas Counties to improve childcare quality for over 65% of Oregon's children under the age of thirteen. The Multnomah County Library participates in this project by providing training materials.

Required Signatures:

Department/Agency Director:



Date: 05/27/04

Budget Analyst

By:



Date: 05/27/04

Dept/Countywide HR

By:

Date:

Budget Modification:

Nond 03

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description	
			Internal Order	Cost Center	WBS Element							
1	10-50	1505		105100		60160		24,109	24,109			
2	10-50	1505		105100		91002		(24,109)	(24,109)			
3								0				
4	10-50	32133			ccfc.ec.32133	50200	-	(24,167)	(24,167)		Marion County Grant	
5	10-50	32133			ccfc.ec.32133	91002		24,109	24,109		pass-through	
6	10-50	32133			ccfc.ec.32133	60360		58	58		finance charge	
7								0				
8	71-10	3506		711100		50310		(58)	(58)		revenue to Shared Services	
9	71-10	3506		711100		60240		58	58		expense to Shared Services	
10								0				
11								0				
12								0				
13								0				
14								0				
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AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: (consent calendar)

Department: Non-Departmental

Division: Commission on Children,
Families, and Communities

Contact/s: Julie Neburka

Phone: 503-988-3312

Ext.: 27351

I/O Address: 503/531

Presenters: N/A

Agenda Title: Amendment 1 to Government Expenditure Contract (190 Agreement) 0410477 with the Oregon Commission on Children & Families, Increasing the "Not to Exceed" Amount of Medicaid Administrative Claiming from \$100,000 to \$240,000 During the Current Biennium

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Commission on Children, Families, and Communities (CCFC) recommends approval of contract amendment #1 to its Medicaid Administrative Activities agreement with the Oregon Commission on Children and Families. This contract amendment increases the "not to exceed" amount of Medicaid administrative claiming from \$100,000 to \$240,000 during the current biennium.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** The County's Healthy Start program, funded through the CCFC and administered by the Health Department, provides some Medicaid administrative activities including outreach activities to inform families about health services and benefits; case planning, referral, and interagency coordination; wellness activities; and preventive health care services. This agreement authorizes the state to reimburse the

County for these and other eligible expenses up to a certain limit, generally based on the prior three quarters of Medicaid administrative earnings.

3. **Explain the fiscal impact (current year and ongoing).** This amendment increases the amount of Medicaid administrative claiming that can be reimbursed during the FY 03-05 biennium. Reimbursement is based on eligible services provided, and so may be more or less than the "not-to-exceed" amount of the contract.
4. **Explain any legal and/or policy issues.** None.
5. **Explain any citizen and/or other government participation that has or will take place.** None required.

Required Signatures:



Department/Agency Director:

Date: 06/01/04

Budget Analyst



By:

Date: 06/01/04

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0410477
Amendment #: 1

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Nondepartmental Division: CCFC Date: May 25, 2004
 Originator: CCFC Phone: X84502 Bldg/Rm: 166/6
 Contact: Wendy Lebow/Julie Neburka Phone: 503-988-3312 Bldg/Rm: 503/531
 Description of Contract:

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____ RFP/BID DATE: _____
 RFP/BID: _____ EXEMPTION #: _____ ORS/AR #: _____
 Effective DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor Oregon Commission on Children & Families		Remittance address _____	
Address 530 Center St. NE, Suite 405		(If different) _____	
City/State Salem, OR		Payment Schedule / Terms	
ZIP Code 97301-3754		<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt	
Phone 503-373-1570		<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30	
Employer ID# or SS# _____		<input type="checkbox"/> Other \$ <input type="checkbox"/> Other	
Contract Effective Date 07/01/03	Term Date 06/30/05	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date _____	New Term Date _____	Original Requirements Amount \$	
Original Contract Amount \$100,000	Total Amt of Previous Amendments \$	Total Amt of Previous Amendments \$	
Total Amt of Previous Amendments \$0	Amount of Amendment \$140,000	Requirements Amount Amendment: \$	
Amount of Amendment \$140,000	Total Amount of Agreement \$240,000	Total Amount of Requirements \$	
Total Amount of Agreement \$240,000			

REQUIRED SIGNATURES:

Department Manager Wendy Lebow DATE 6/01/04
 Purchasing Manager _____ DATE _____
 County Attorney JN - previously reviewed DATE 6/1/04
 County Chair Deane Lebow DATE 06.24.04
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS:

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 06.24.04
 BORAH L. BOGSTAD, BOARD CLERK



MEMO

DATE: April 7, 2004
TO: Local Commission Directors
FROM: Sandra Alvarado *SA*
SUBJECT: Medicaid Amendment

Attached is an amendment to your original Medicaid Award. Please have it signed and returned to the State Office no later than June 30, 2004. The amendment must be signed by all parties prior to June 30, 2004 in order to earn Medicaid beyond the maximum amount of your current agreement for the 4th quarter.

From the desk of...

Sandra Alvarado, Accounting Tech.
Fiscal And Information Systems
Oregon Commission on Children & Families
530 Center Street NE, Suite 405
Salem, OR 97301-3754

Phone: 503-373-1570 x 237
FAX: 503-378-8395

Email: Sandra.Alvarado@state.or.us
Website: www.ccf.state.or.us

**OREGON COMMISSION ON CHILDREN AND FAMILIES
HEALTHY START - MEDICAID ADMINISTRATIVE ACTIVITIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT**

This Oregon Commission on Children and Families 2003-2005 County Intergovernmental Agreement (the "Agreement") is between the State of Oregon (the "State") acting by and through its State Commission on Children and Families ("Agency") and Multnomah County, a political subdivision of the State of Oregon, acting by and through its Local Commission on Children and Families ("County").

RECITALS

WHEREAS, under Title XIX of the Social Security Act ("the Act"), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation ("FFP") is the federal government's share for states' Medicaid program expenditures. The State is required to share in the cost of medical assistance expenditures, and the Act permits both state and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures ("State Share"). States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") for proper and efficient administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan").

WHEREAS, the State Medicaid program is administered by the Department of Human Services ("DHS"). Pursuant to ORS 409.010(3), 417.735(7), and 417.735(13), DHS has an interagency agreement with Agency that authorizes Agency to administer Medicaid administrative activities for purposes of the Healthy Start Family Support Services Program authorized under ORS 417.795. Agency administers those Medicaid administrative services through its Agreement with the County.

WHEREAS, ORS 417.760 et seq. establish County as a governmental agency authorized to perform governmental functions and exercise governmental powers. The Healthy Start Program authorized in ORS 417.795, authorizes County to establish Healthy Start Family Support Services programs through contracts, as funding becomes available.

WHEREAS, consistent with the goals of the Healthy Start Program, Agency and County, intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic areas served by the County pursuant to ORS 417.760 et seq. Under the Agreement, County, through subcontracts with local providers ("Providers") will perform Title XIX administrative activities. County will utilize its Providers to provide outreach, health care coordination, and other medical assistance related administrative activities that support the administration of the State Medicaid Plan.

WHEREAS, 42 CFR 433.51 permits the use of State funds allocated to the County to be considered as the State Share in obtaining FFP; and

WHEREAS, Agency and County desire to enter into this contractual relationship to ensure optimal utilization of available federal funding for Healthy Start administrative activities in order to better serve the eligible Medicaid population of Oregon;

NOW THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION. Upon execution by each of the parties hereto and approval as required by applicable law, the Agreement shall become effective as of April 1, 2004. Unless terminated earlier in accordance with its terms, the Agreement shall terminate on June 30, 2005.

II. STATEMENT OF WORK. County shall, through subcontracts with its Providers, provide Title XIX administrative activities, including but not limited to Outreach Activities to Inform Families about Health Services and Benefits, Case Planning/Referral/Interagency Coordination, and Wellness Activities and Preventative Health Care Services, each as further defined in the attached Attachment A, which is incorporated herein by this reference (the "Work"). Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

A. County Responsibilities.

1. County represents that it is a local governmental entity established pursuant to ORS 417.760 et seq., and that it is authorized by local authority to enter into the Agreement.
2. County shall require its Providers to submit, necessary information for developing a Medicaid claim for Medicaid allowable activities to Agency on a quarterly basis, including: a list of each individual identified as performing activities under the Agreement and the salary and other personnel expenses for each identified individual; and the actual time study record of all activities.
3. County shall require its Providers to participate in time studies required under the Agreement and to utilize the specific activity codes ("Activity Codes") and time study methodology approved by Agency, DHS, and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") to document time spent on each administrative activity listed in Attachment A and to claim all allowable costs under the Agreement. County shall require its Providers to participate in the time study during the four days per quarter determined by Agency. The Activity Codes that County shall require its Providers to use are attached to the Agreement as Attachment A. Agency will provide the form of the time study Providers must utilize to County.
4. County shall require its Providers to participate, not less than annually, in State-offered Medicaid training on the implementation of the time study and

Activity Codes to ensure its Providers makes claims only for allowable Medicaid administrative activities.

5. County shall require of its Providers that all reimbursement claims for administrative activities are claimed in accordance with OMB Circular A-87. The administrative activities eligible for reimbursement must be directly related to the administration of the State Medicaid Plan.

6. County shall require its Providers to maintain, and make available to County and Agency upon request, the following information on:

- a. Employees who perform services under the Agreement: the employee's name, title, job description, salary, and other personnel expenses for each individual; and
- b. Cost information: records to indicate the nature and extent of services provided, and other resources that have been applied to offset costs; and
- c. Any other information applicable to the Medicaid administrative services provided under the Agreement.

7. County shall require its Providers to provide, all records that support the quarterly claim, upon request of Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, the Oregon Secretary of State, or federal officials.

B. Agency Responsibilities.

1. Agency shall determine the dates during each quarter on which the time study shall be conducted, and shall communicate those dates to the Providers conducting the time study.
2. Upon receipt of time study records from Providers, Agency will compile the time study results on a quarterly basis, calculate the administrative Medicaid claim, and submit the administrative Medicaid claim for payment to DHS.
3. Agency shall provide technical assistance in the identification of allowable Medicaid administrative activities under the Agreement.
4. Agency shall assist County and Providers in responding to any federal Medicaid compliance issues related to the Agreement.

III. CONSIDERATION

A. Summary of Medicaid Payment Methodology. Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. Only allowable Medicaid administrative costs may be claimed. Medicaid does not pay for administrative expenditures related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid.

1. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid through some other local, State or federal program.
2. Activities that are considered integral to, or an extension of, the specified covered medical services are included in the rate set for the direct services. These activities are properly paid as part of the medical service and are reimbursed under separate Medicaid funding agreements, and may not be claimed as additional costs through the Agreement for administrative Medicaid costs.
3. In no case should a program or claiming unit be reimbursed more than the actual cost of that program or claiming unit.

B. Not-to-Exceed Amount. Payment for all Work performed under the Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under the Agreement is \$240,000. Agency will not pay any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment to the Agreement, the amendment must be fully effective before County performs Work subject to the amendment. Agency will not pay for any Work performed before the beginning date or after the expiration date of the Agreement.

C. Agency shall pay County quarterly, in arrears, 100% of the total allowable costs attributable to Medicaid administrative activities provided under the Agreement. The parties agree that County shall pay Agency 10% of that amount for Agency's activities under the Agreement as an administrative charge. Accordingly, Agency will retain 10% of its payment to County. Agency's payment obligation is conditioned on: (1) Agency receiving payment from DHS in an amount sufficient to pay County; and (2) Agency receiving the necessary time study results from Providers to calculate the quarterly claim for Medicaid administrative activities.

D. County may include up to 5% of the total claim as an indirect cost of performing the Work

E. County certifies by its signature to the Agreement that for purposes of 42 CFR 433.51 any funds that it may return to Agency for the State Share for Medicaid administrative activities under the Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds.

IV. RECOVERY OF FUNDS

County shall be financially responsible for the final amount of any claim for Work provided under the Agreement that CMS, DHS, or Agency finds unallowable under the Medicaid program. In the event CMS, DHS, or Agency finds any costs claimed by County unallowable, Agency shall provide County written notice identifying the amount that must be refunded to CMS, DHS, or Agency. Within thirty (30) calendar days of Agency's notice, County shall either (1) Make a payment to Agency for the full amount of the unallowable cost identified by Agency in its notice; or (2) Notify Agency in writing that County wishes to repay the unallowable amount from future payments or other means. Agency may then offset the unallowable amount from future payments owed to County under the Agreement, or any payment to County from Agency under any other contract or agreement between County and Agreement, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of Agency set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to Agency by law or under this Agreement.

V. GENERAL PROVISIONS

A. Compliance with Law. County shall comply and shall require its Providers to comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under the Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659A.142; (iv) the Health Insurance Portability and Accountability Act of 1996; (v) all regulations and administrative rules established pursuant to the foregoing laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, and 279.320, which are incorporated by reference herein. In the performance of Work under the Agreement, County shall use recyclable and recycled products to the maximum extent which is economically feasible. No federal funds may be used to provide Services in violation of 42 USC 14402.

B. Subcontracts. County shall enter into subcontracts for the purposes of performing the Work under the Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Work. Subcontracts must be in writing and contain each of the provisions necessary to permit County to comply with its obligations under the Agreement with respect to the Work performed by the Provider, and any other provisions Agency deems to be reasonably appropriate. County shall maintain an originally executed copy of each subcontract at its office and shall furnish a copy of any subcontract to Agency upon request.

C. Termination

1. The Agreement may be terminated at any time by mutual written consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.

2. In addition, Agency may terminate the Agreement, in whole or in part, immediately upon notice to County, or at such later date as Agency may establish in such notice, under any of the following conditions:

a. Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the Work under the Agreement is prohibited or Agency is prevented from paying for such Work from the planned funding source;

b. Agency fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the Work;

c. County commits any material breach or default of any covenant, warranty, or obligation under the Agreement, fails to perform the Work under the Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under the Agreement in accordance with its terms, and fails to correct such breach, default, or failures within ten (10) calendar days after delivery of Agency's notice or such longer period as Agency may specify in such notice.

3. County's Tender Upon Termination: Upon receiving a notice of termination, County shall immediately cease all activities under the Agreement, unless expressly directed otherwise by Agency in the notice of termination. Upon termination, County shall deliver to Agency all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

4. Termination of this Agreement pursuant to this Section V(C) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover funds from County pursuant to Section IV.

D. Confidentiality of Client Information

1. The Work provided under the Agreement does not include the use of, access to, exchange of or disclosure of personally identifiable health information. Therefore, the parties reasonably believe that the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 do not apply. The Agreement does not require or provide for the use of "standard transactions" as that term is used in the HIPAA Transaction Rules, 45 CFR Part 162. If the Work is revised, or if the federal HIPAA requirements are changed or interpreted in a way that would require the Work to comply with any HIPAA requirement, the parties may amend the Agreement to address such change or interpretation.

2. The use or disclosure of information concerning the administration of the Medicaid program shall be limited to persons directly connected with the administration of the Agreement. Agency and County shall apply confidentiality policies to all requests from outside sources.

E. Record Maintenance; Access. County shall maintain all fiscal records relating to the Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to the Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that Agency, DHS, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Secretary of State's Office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to the Agreement to perform examinations and audits and to make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. County shall cause its Providers to comply with the requirements in this section.

F. Notice. Except as otherwise expressly provided in the Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective on the fifth calendar day after the date of mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Office of Contracts and Procurement at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Local Commission on Children and Families Office. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: State Commission on Children and Families
 Contracts and Procurement Office
 530 Center Street NE, #405
 Salem, OR 97301-3754

Notices to County: Multnomah County Commission on Children and
 Families
 421 SW Sixth Ave., Suite 1075
 Portland, OR 97204

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

H. Counterparts. The Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

I. Governing Law, Consent to Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency of the State of Oregon) and County that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

J. Assignment of Contract, Successors in Interest.

1. County shall not assign or transfer its interest in the Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

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

K. No Third Party Beneficiaries. Agency and County are the only parties to the Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under the Agreement is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

L. Integration and Waiver. The Agreement, including all of its Attachments, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Agreement. The failure of either party to enforce any provision of the Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

M. Amendment. No waiver, consent, modification or change of terms of the Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific

instance and for the specific purpose given. County, by signature of its authorized representative, hereby acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

N. Headings. The headings and captions to sections of the Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret the Agreement.

O. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of the Agreement.

P. Indemnity

1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under the Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency. Notwithstanding the foregoing limitations, County's obligation to indemnify the State of Oregon and Agency, although still existing only to the extent permitted by Article XI, Section 10 of the Oregon Constitution, shall not be limited by the Oregon Tort Claims Act for any claims, suits, actions, losses, damages, liabilities, costs and expenses related to a cause of action based upon 42 USC § 1983, the Constitution of the United States or any other federal law.

2. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

3. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

Q. Limitation of Liabilities. EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION V(P) OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THE AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

R. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

VI. FEDERAL PROVISIONS

A. In addition to the requirements of Section V(A), County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of the Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Equal Employment Opportunity. If the Agreement, including amendments, is for more than \$10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2. Clean Air, Clean Water, EPA Regulations. If the Agreement, including amendments, exceeds \$100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and cause all Providers to include in all contracts with Providers receiving more than \$1000,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section.

3. Energy Efficiency. County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

4. Truth in Lobbying. County certifies, to the best of County's knowledge and belief that:

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

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

c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

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

5. Resource Conservation and Recovery. County shall comply and cause all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

6. Audits. County shall comply and, if applicable, cause Providers to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

7. Debarment and Suspension. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

8. Medicaid Compliance. To the extent County provides any Work whose costs are paid in whole or in part by Medicaid, County shall comply with and

cause its Providers to comply with the federal and state Medicaid statutes and regulations applicable to the Work, including but not limited to:

- a. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to DHS, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of the U.S. Department of Health and Human Services;
- b. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- c. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- d. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

County shall include and cause all Providers to include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

9. Americans with Disabilities Act. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Work.

10. Pro-Children Act. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

Additional Certification: By execution of the Agreement, I, an authorized representative of County, certify that all data, claims, submissions or other submissions that provide a basis for claiming or receiving reimbursement under the Agreement will be true, accurate, and complete; that payment of claims to County will be from federal and State funds, and therefore, any falsification or concealment of a material fact by County when submitting claims or other submissions to obtain payments may be prosecuted under federal and State laws.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed as of the dates set forth below their respective signatures.

State of Oregon

acting by and through its Commission
on Children and Families

By: Dana Middleton

Name: Donna Middleton

Title: Director

Date: 4-8-04

Multnomah County

acting by and through its Local Commission
on Children and Families

By: Diane Linn

Name: DIANE M. LINN

Title: MULTNOMAH County CHAIR

Date: JUNE 24, 2004

APPROVED FOR LEGAL SUFFICIENCY IN ACCORDANCE
WITH ORS 291.047

By: _____

Name: _____

Title: _____

Date: _____

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 06.24.04
DEBORAH L. BOGSTAD, BOARD CLERK

**OREGON COMMISSION ON CHILDREN AND FAMILIES
2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A**

ACTIVITY CODES

A. Outreach Activities to Inform Families about Health Services and Benefits

- Meetings, home visits or phone contacts to obtain information about a family's access to health care and to inform families about state programs to pay for medical care (i.e. Medicaid, etc.), creating or dissemination of materials to inform children and families about Medicaid and health benefits available, assisting a child and family in determining and establishing Medicaid eligibility (i.e. collecting information for the Medicaid application, helping complete necessary forms for the Medicaid application, updating any forms when a child's circumstances change), related travel and paperwork.

B. Case Planning/Referral/Interagency Coordination

- Case Planning: Planning, coordination and monitoring case plans for vulnerable children and families, including any agency staffing to coordinate and plan services (Individual Family Support Plan, -IFSP-, multidisciplinary team meetings, conferencing on health, developmental, Public Health Department consultations), arranging for services, writing case plans or summaries, preparing material for case reviews, coordinating child specific services (i.e. psychological counseling, health, substance abuse counseling and consultation), arranging transportation, related travel and paperwork.
- Referral and Coordination: Making referrals for and coordinating the delivery of screenings, examinations, assessments and evaluations for health, vision, dental, developmental, mental health, substance abuse, and other medical or nutritional services, contact to parents regarding health needs of child, related travel and paperwork, gathering background information and supportive data such as social history and medical history, from standardized forms, notifying primary medical providers of target population services, developmental screenings and related service information, arranging transportation.
- Interagency Coordination: Working with other agencies to improve services, expand health and medical services and their utilization to specific target populations, gathering information about their functions, to improve early identification of health and developmental problems, related travel and paperwork.

C. Wellness Activities and Preventative Health Care Services

- Immunization: Notifying parents of immunization requirements, scheduling immunizations, coordination of immunizations for children and recruitment of providers to do immunizations, assessing and tracking immunization status, arranging transportation, related travel and paperwork.
- Maternal Care Services: Arranging for prenatal, postpartum and newborn care, pre-pregnancy risk prevention, coordinating health education for new mothers regarding:

1) infant health and development, 2) accident and disease prevention and home safety. Arranging transportation related travel and paperwork.

- Family Planning: Developing a family planning, education, counseling and service program compatible with community norms, locating or developing family planning information and materials and methods of distribution, developing a family planning service referral network, related travel and paperwork.
- Developmental Delay: Early identification of age appropriate child development and or delays to assure health and developmental problems are found, diagnosed and treated; assuring early medical consultation and evaluation; preparing and disseminating child health related materials to parents and others; assisting families to use the appropriate medical care and understand age appropriate child development; promote and advocate for appropriate planning for the health / medical needs of children; related travel and paperwork.
- Other Wellness Activities: Disseminating preventative health care information and materials, programs and presentations on preventative health care related topics such as substance abuse prevention programs (this does not include teaching or facilitating health classes at educational institutions), related travel and paperwork.

D. Learning Environment and Education Services

- Assessing and monitoring of the home learning environment using standardized forms, creating and disseminating information on positive and interactive learning environments, providing or arranging for reading material for the child, providing or arranging for age appropriate toys.
- Classroom instruction or presentations, preparation, related paperwork and travel, attendance at conferences, providing educational or career guidance or consultation.

E. Direct Health Care Services

- Providing direct care, service or treatment to a child in order to correct a condition, (i.e. primary health care, speech, counseling, or providing screenings such vision or hearing).

F. Case Management Services

- Activities which will assist the client in gaining access to and effectively utilizing needed psychosocial, nutritional, and other services, making direct referrals to social services such as housing, energy assistance, educational and/or special education, child care, education and Early Intervention, vocational and transportation to these services, etc., monitoring and follow-up. Nutrition Services: Information and access to food assistance programs such as Women, Infants and Children ("WIC"), public food banks, food stamps, etc., lactation consultation, overseeing postpartum and general weight loss nutrition plan.

G. Other Services

- All other job related activities that do not fall under one of the above categories, lunches, leaves, conferences, staff meetings, and personnel issues.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: (Consent calendar)

Department: Non-Departmental

Division: CCFC

Contact/s: Julie Neburka

Phone: 503-988-3312

Ext.: 27351

I/O Address: 503/531

Presenters: N/A (consent calendar)

Agenda Title: Amendment 2 to Government Revenue Contract (190 Agreement) 0410478 with the Oregon Commission on Children & Families. Adjusting the Multnomah County Commission on Children, Families, and Community Grant Downward by \$360,030 to Reflect Measure 30 Cuts to the Crisis Nurseries Program and to the Health Start Program

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The CCFC requests approval of amendment #2 to its revenue contract with the Oregon Commission on Children and Families (OCCF). This amendment adjusts the County's OCCF grant award downward by \$360,030 to reflect Measure 30 cuts to the Crisis Nurseries Program and to the Healthy Start Program.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** This amendment to the County's revenue contract with the OCCF implements the state's budget cuts to that agency that resulted from the failure of Measure 30 in February, 2004. The two programs affected are the Crisis Nurseries program and the Healthy Start program. State General Fund dollars to the crisis nurseries were cut by 10%, and Healthy Start was cut 6%.

3. **Explain the fiscal impact (current year and ongoing).** This amendment changes the County's OCCF FY 2003-05 biennial grant award to the amounts shown below in ***bold italics***. This amendment cuts State General Fund dollars to Crisis Nurseries by \$93,750 and to the Healthy Start program by \$266,310, effective May 1st.

Funding Area	State funding	Federal Funding
Great Start	\$422,706	\$0
Children, Youth, and Families	\$439,897	\$0
Child Care & Development Fund	\$0	\$495,596
Child Care & Dev. Fund: Basic Capacity	\$0	\$32,978
Court Appointed Special Advocates	\$179,391	\$0
Youth Investment	\$0	\$964,483
Youth Investment: Basic Capacity	\$0	\$115,791
Youth Investment: Crisis Nurseries	\$0	\$418,546
Family Preservation & Support	\$0	\$310,570
Basic Capacity	\$751,523	\$0
Crisis Nurseries	<i>\$458,686</i>	\$0
Healthy Start	<i>\$4,172,190</i>	<i>\$0</i>
Total OCCF Biennial Award by source:	\$6,424,393	\$2,337,964
Total OCCF Biennial Award, all funds:		\$8,762,357

The Healthy Start program had not fully appropriated its FY 2004 state award, and thus will not suffer service reductions due to this cut. The CCFC is negotiating the crisis nursery cut with the service providers; the full amount of the cut will be taken in FY 2005.

4. **Explain any legal and/or policy issues.** N/A
5. **Explain any citizen and/or other government participation that has or will take place.** N/A

Required Signatures:

Department/Agency Director:



Date: 06/01/04

Budget Analyst

By:



Date: 06/01/04

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 0410478
Amendment #: 2

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Nondepartmental Division: CCFC Date: 05/19/04
 Originator: CCFC Phone: 84502 Bldg/Rm: 166/6
 Contact: Wendy Lebow/Julie Neburka Phone: 86981 Bldg/Rm: 166/6
 Description of Contract:

RENEWAL: ☐ PREVIOUS CONTRACT #(S):
 RFP/BID: RFP/BID DATE:
 EXEMPTION #: ORS/AR #:
 Effective DATE: EXPIRATION DATE:
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Oregon Commission on Children & Families			Remittance address	
Address	530 Center St. NE, Suite 405			(If different)	
City/State	Salem, OR			Payment Schedule / Terms	
ZIP Code	97301-3754			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone				<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	07/01/2003	Term Date	06/30/2005	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date			Original Requirements Amount	\$
Original Contract Amount	\$873,225			Total Amt of Previous Amendments	\$
Total Amt of Previous Amendments	\$8,249,192			Requirements Amount Amendment:	\$
Amount of Amendment	\$(360,030)			Total Amount of Requirements	\$
Total Amount of Agreement \$	\$8,762,357				

REQUIRED SIGNATURES:

Department Manager	<u>Wendy Lebow</u>	DATE	<u>6/01/04</u>
Purchasing Manager		DATE	
County Attorney	<u>JA - previously reviewed</u>	DATE	<u>6/1/04</u>
County Chair	<u>Steve Lusk</u>	DATE	<u>06.24.04</u>
Sheriff		DATE	
Contract Administration		DATE	

COMMENTS: Previous contract amendment (#1) had the wrong total amount of agreement due to double-counting the amendment amount. This error is corrected on this Contract Approval Form.

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-6 DATE 06.24.04
 DEBORAH L. BOGSTAD, BOARD CLERK



April 2, 2004

Multnomah County CCF
Wendy Lebow
421 SW Sixth Ave, 6th Floor
Portland, OR 97204

Wendy,

Attached is an Amendment to the Original Grant Award for 2003-05 that reflects the impact of the disappropriation of the Healthy Start first birth funding from 50% to 47% and the \$350,000 reduction to Crisis Nurseries. These reductions are effective May 1, 2004 and continue through June 30, 2005.

Please obtain necessary signatures and mail the original amendment to the State Office at your earliest convenience.

If you have questions, please contact Mickey Lansing or me.

Thank you for your continued commitment and support of the Healthy Start program.

Sincerely,

Marsha Clark
Business and Financial Services Supervisor

Donna Middleton
Executive Director

530 Center Street NE
Suite 405
Salem, Oregon 97301
503-373-1283
FAX 503-378-8395
www.ccf.state.or.us

Theodore R. Kulongoski
Governor



**AMENDMENT #2 TO OREGON COMMISSION ON CHILDREN AND
FAMILIES 2003-2005 COUNTY INTERGOVERNMENTAL AGREEMENT**

This Amendment to Oregon Commission on Children and Families 2003-2005 County Intergovernmental Agreement dated as of July 1, 2003(as amended, the "Contract"), is entered into as of the date of the last signature hereto, by and between the State of Oregon acting by and through its State Commission on Children and Families ("Agency") and Multnomah County, acting by and through its Local Commission on Children and Families ("County").

RECITALS

WHEREAS, the Agency and County wish modify the Award set forth in Exhibit C of the Contract.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Award section of Exhibit C is hereby amended to read in its entirety as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. County represents and warrants to Agency that the representations and warranties of County set forth in section 2 of Exhibit E of the Contract are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Agency shall adjust the disbursement of the Award to County consistent with the change in the Award made by this Amendment.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Contract.
5. Except as amended hereby, all terms and conditions of the Contract remain in full force and effect.
6. Agency's performance of its obligations hereunder is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which are incorporated herein by this reference.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

STATE OF OREGON ACTING BY AND THROUGH
ITS STATE COMMISSION ON CHILDREN AND FAMILIES

By: [Signature]
Name: _____
Title: Director
Date: 4-15-04

MULTNOMAH COUNTY ACTING BY AND THROUGH
ITS LOCAL COMMISSION ON CHILDREN AND FAMILIES

By: [Signature]
Name: DIANE M. Linn
Title: MULTNOMAH COUNTY CHAIR
Date: JUNE 24, 2004

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE June 24, 04
DEBORAH L. BOGSTAD, BOARD CLERK

**EXHIBIT 1
AWARD**

FUNDING AREA	GEN FUND	FED FUNDS	CFDA NUMBER
1. Great Start	\$[422,706]	\$[]	
2. Children Youth and Families	\$[439,897]	\$[]	
3. Child Care and Development Fund	\$[]	\$[495,596]	93.575
Child Care Expansion	\$[]	\$[]	93.575
Child Care and Develop. Fund - Basic Capacity	\$[]	\$[32,978]	93.575
4. Court Appointed Special Advocates	\$[179,391]	\$[]	
5. Youth Investment	\$[]	\$[964,483]	93.667
Youth Investment - Basic Capacity	\$[]	\$[115,791]	93.667
Crisis Nurseries	\$[]	\$[418,546]	93.667
6. Family Preservation and Support	\$[]	\$[310,570]	93.556
7. Basic Capacity	\$[751,523]	\$[]	
8. Crisis Nurseries	\$[458,686]	\$[]	
9. Healthy Start	\$[4,172,190]	\$[]	

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-7

Est. Start Time: 9:30 AM

Date Submitted: 06/04/04

Requested Date: June 24, 2004

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Consent Calendar

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

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to HUYNH LLC. The Department of Business and Community Services recommends that the private sale be approved.

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

The subject property is a rectangular shaped parcel approximately 10' x 24.99' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on October 10, 1996. The party that we propose to enter into a private sale with, Huynh LLC owns the adjacent property, an auto repair business, located at 3323 NE Killingsworth St. This is the only property owner who would have an interest in the property due to its location and because it bounds the adjacent property on three sides.

The attached plat map, Exhibit A, shows the location of the property. The attached Exhibit B is an aerial photo that shows the proximity of the strip to the adjacent properties. The aerial photo shows that the subject may encroach onto the adjacent building but the adjacent property owner said a survey showed it to be otherwise.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 10' x 24.99' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

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

The Private Sale will allow for a recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

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

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

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director: *Robert A. Maestre*

Date: 06/04/04

Budget Analyst

By:

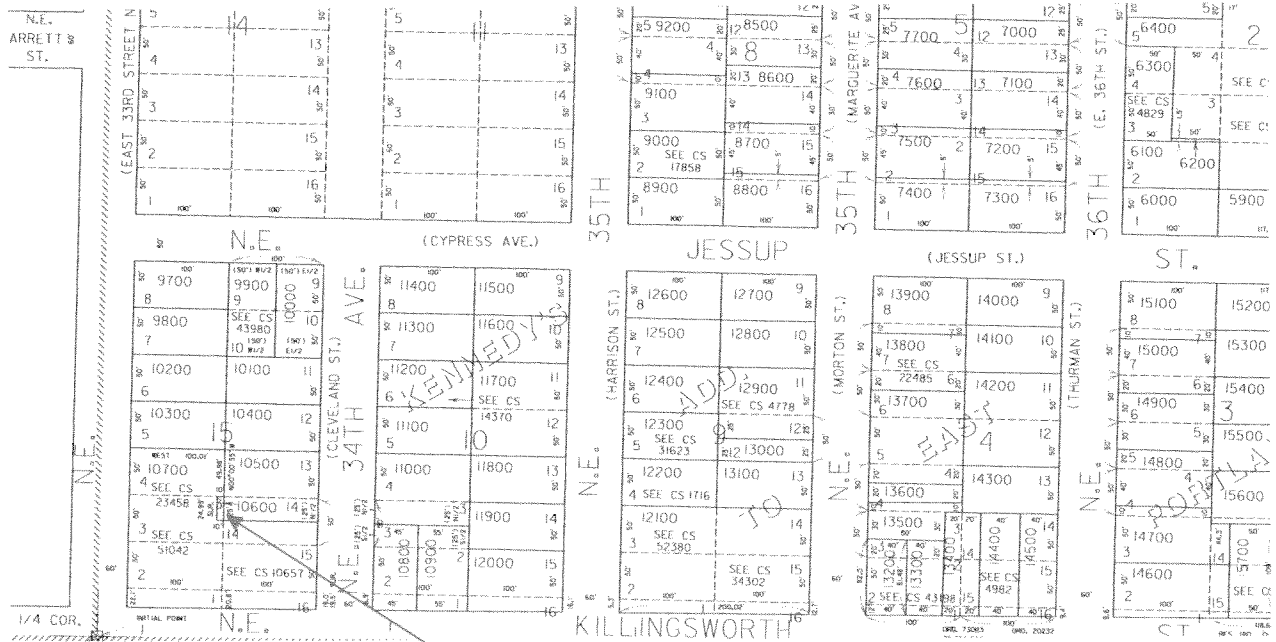
Date:

Dept/Countywide HR

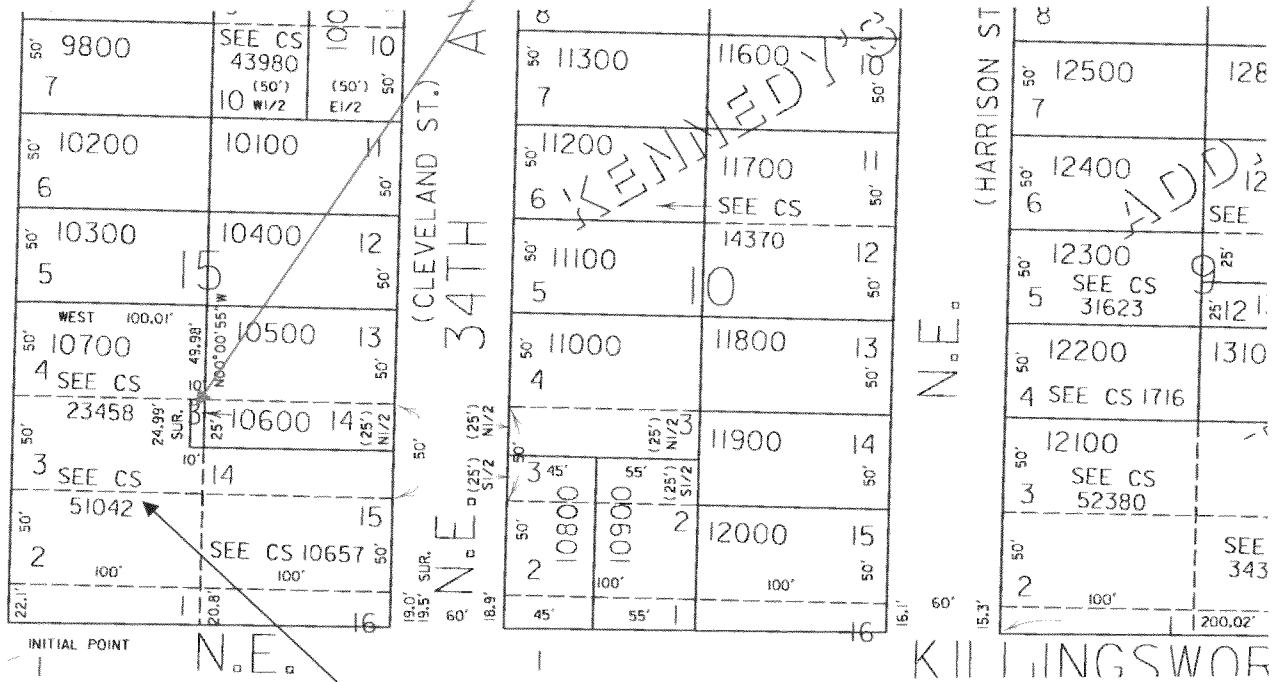
By:

Date:

EXHIBIT A



Subject



3323 NE Killingsworth

EXHIBIT B



Subject

**EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04**

LEGAL DESCRIPTION:

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO EAST PORTLAND, City of Portland, Multnomah County, Oregon.

ADJACENT PROPERTY ADDRESS: 3323 NE KILLINGSWORTH ST
TAX ACCOUNT NUMBER: R195954
GREENSPACE DESIGNATION: None
SIZE OF PARCEL: Approximately 10' x 24.99' (approx. 250sf)
ASSESSED VALUE: \$2,980.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:

TAX TITLE MAINTENANCE COST & EXPENSES:

ADVERTISING COST:

RECORDING FEE:

CITY LIENS:

SUB-TOTAL

MINIMUM PRICE REQUEST OF PRIVATE SALE

	\$432.70
	238.00
	-0-
	\$26.00
	-0-
	\$696.70
	\$2,900.00

BOGSTAD Deborah L

From: CREAN Christopher D
Sent: Monday, June 07, 2004 9:03 AM
To: BOGSTAD Deborah L
Subject: FW: Board Agenda Doc's for Huynh and Kilyukh

Deb -

These are the two tax title documents we just talked about. Both have been approved by me. Thanks.

- Chris

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

From: GRACE Becky J
Sent: Monday, June 07, 2004 8:35 AM
To: CREAN Christopher D; BIANCHI Camelia
Subject: Board Agenda Doc's for Huynh and Kilyukh

Hi Guys,
Here you go! Thanks!

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

6/7/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to HUYNH LLC

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2980.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 10' X 24.99' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) HUYNH LLC, has agreed to pay \$2,900.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$2,900.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to HUYNH LLC, the following described real property:

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO
EAST PORTLAND, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

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

HUYNH LLC
C/O HUYNH, TUAN B
3603 NE 131ST PL
PORTLAND, OR 97230

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

Deed D051953

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HUYNH LLC, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO EAST
PORTLAND

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$2,900.00.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 24th day of June, 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-087

Authorizing Private Sale of Certain Tax Foreclosed Property to HUYNH LLC

The Multnomah County Board of Commissioners Finds:

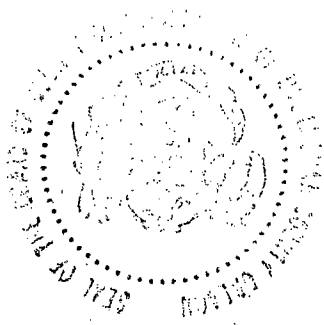
- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$2980.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 10' X 24.99' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) HUYNH LLC, has agreed to pay \$2,900.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

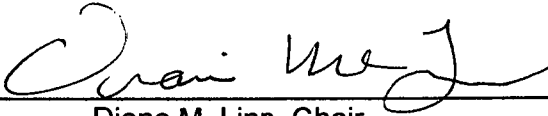
- 1. Upon Tax Title's receipt of the payment of \$2,900.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to HUYNH LLC, the following described real property:

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO EAST PORTLAND, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 24th day of June, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

HUYNH LLC
C/O HUYNH, TUAN B
3603 NE 131ST PL
PORTLAND, OR 97230

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

Deed D051953

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HUYNH LLC, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO EAST PORTLAND

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$2,900.00.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 24th day of June, 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05


HUYNH LLC
C/O HUYNH, TUAN B
3603 NE 131ST PL
PORTLAND, OR 97230

Deed D051953

The North half of the East 10 feet of Lot 3, Block 15, KENNEDY ADDITION TO EAST PORTLAND

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 24th day of June, 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.





Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
NOTARY PUBLIC-OREGON
COMMISSION NO. 345246
MY COMMISSION EXPIRES JUNE 27, 2005


Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-8

Est. Start Time: 9:30 AM

Date Submitted: 06/02/04

Requested Date: June 24, 2004

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Consent Calendar

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to IVAN TRACHUK

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to IVAN TRACHUK. The Department of Business & Community Services recommends that the private sale be approved.

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

The subject property is located at 1016 SE 155TH AVE and came into Multnomah County ownership through the foreclosure of delinquent property tax liens on October 26th, 1992. The property is shown on the attached plat map, Exhibit A. An attached photo of the property is shown as Exhibit B.

The property was offered for sale at a public auction held on February 25, 2003 the property sold for \$74,000. The purchaser submitting the highest bid backed out of the purchase agreement and the property remained in the Tax Title Inventory.

ORS 275.200(2) states that after the sheriff has unsuccessfully attempted to sell real property of the county as provided in Ors 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price not less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.

IVAN TRACHUK expressed an interest in purchasing the property in February of 2004. The Multnomah County Tax Title Division informed IVAN TRACHUK that the property could be sold at a private sale for not less than the largest amount bid at the auction held on February 25, 2003, which set the price at \$74,000. IVAN TRACHUK made an offer on the property for \$74,000.

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

The Private Sale will allow for the recovery of the delinquent taxes, fees, liens and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

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

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

City of Portland Liens will be paid in the amount of approximately \$16,000.

Required Signatures:

Department/Agency Director: *Robert A. Maestre*

Date: 06/02/04

Budget Analyst

By:

Date:

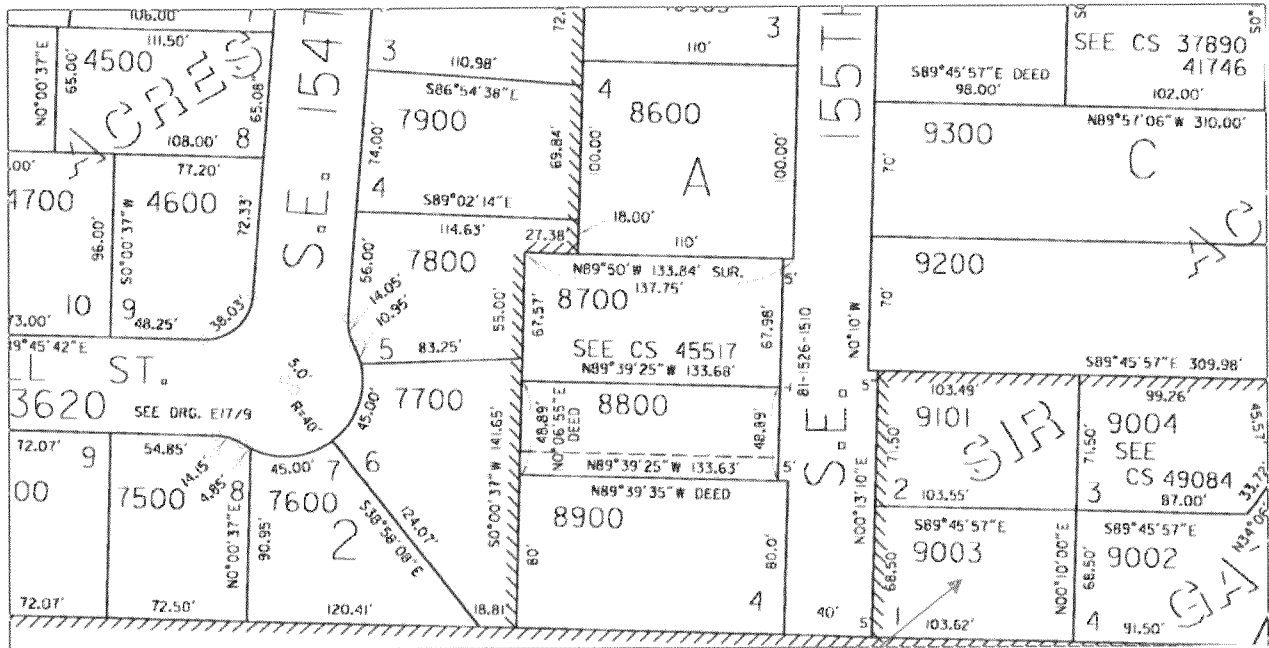
Dept/Countywide HR

By:

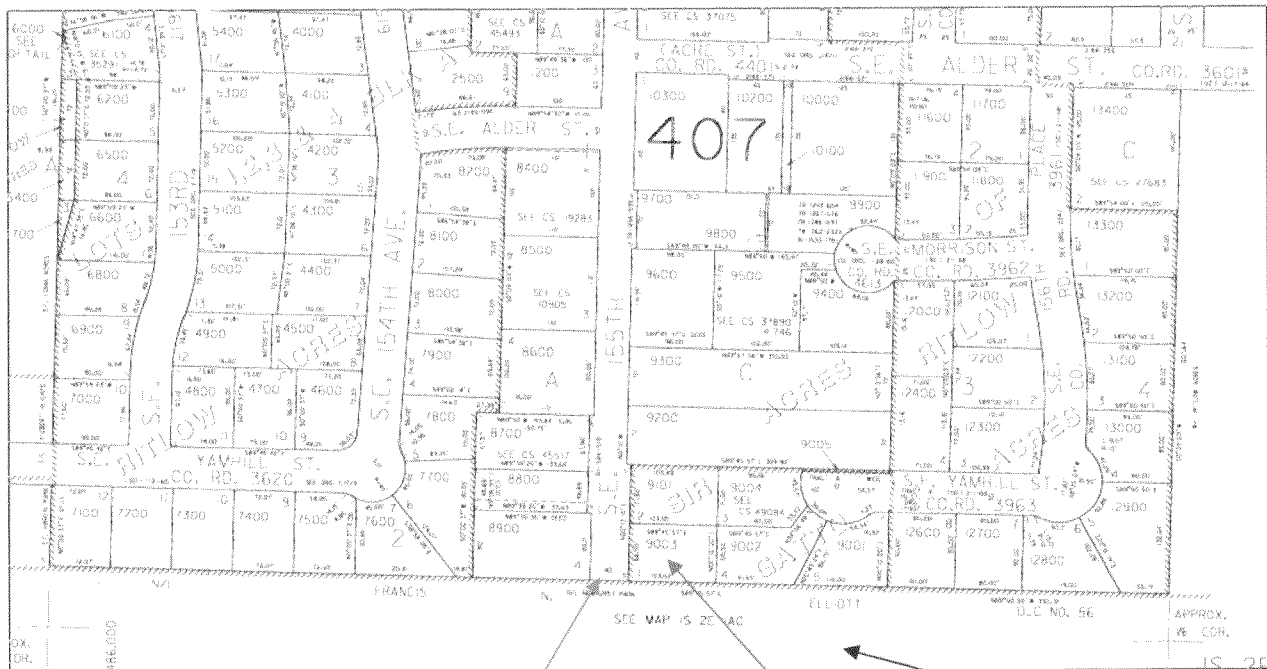
Date:

EXHIBIT A

R270489



Subject



dead end street

7.27 ac parcel former gravel pit now owned by City of Ptd.

EXHIBIT B



R270489

EXHIBIT C

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04**

LEGAL DESCRIPTION:

LOT 1; SIR GATTO, In the City of Portland, Multnomah County, Oregon

PROPERTY ADDRESS: 1016 SE 155th Ave

TAX ACCOUNT NUMBER: R270489

GREENSPACE DESIGNATION: None

SIZE OF PARCEL: Approximately 7,096 sf

ASSESSED VALUE: \$56,790

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:

\$8,880.80.

TAX TITLE MAINTENANCE COST & EXPENSES:

\$8,521.89

ADVERTISING COST:

-0-

RECORDING FEES:

\$24.00

CITY LIENS:

\$16,000.00

SUB-TOTAL

\$33,426.69

AMOUNT BID AT AUCTION (Locked in Sale Price)

\$74,000.00

BOGSTAD Deborah L

From: CREAN Christopher D
Sent: Monday, June 07, 2004 9:03 AM
To: BOGSTAD Deborah L
Subject: FW: Board Agenda Doc's for Huynh and Kilyukh

Deb -

These are the two tax title documents we just talked about. Both have been approved by me. Thanks.

- Chris

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

From: GRACE Becky J
Sent: Monday, June 07, 2004 8:35 AM
To: CREAN Christopher D; BIANCHI Camelia
Subject: Board Agenda Doc's for Huynh and Kilyukh

Hi Guys,
Here you go! Thanks!

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

6/7/2004

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, June 17, 2004 8:02 AM
To: BOGSTAD Deborah L
Subject: RE: to make sure I didn't goof up

Hi Deb,

On the first paragraph of the Deed, last page of the resolution, would you please remove "with rights of survivorship", and make the "Grantees" into "Grantee" – Thank you so much for your help everything looks perfect – I really appreciate your team spirit☺

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

From: BOGSTAD Deborah L
Sent: Wednesday, June 16, 2004 4:34 PM
To: GRACE Becky J
Subject: to make sure I didn't goof up

Let me know if I missed anything. Thank you!

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

6/17/2004

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Wednesday, June 16, 2004 9:32 AM
To: BOGSTAD Deborah L
Subject: RE: June 24th Board Agenda Kilyukh Private Sale

Oh Deb, Thank you so much, you are an ANGEL!!

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

From: BOGSTAD Deborah L
Sent: Wednesday, June 16, 2004 9:29 AM
To: GRACE Becky J
Subject: RE: June 24th Board Agenda Kilyukh Private Sale

I haven't printed out the originals yet, why don't I just remove his name from everything? Okay with you?

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

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

From: GRACE Becky J
Sent: Wednesday, June 16, 2004 9:25 AM
To: BOGSTAD Deborah L
Subject: June 24th Board Agenda Kilyukh Private Sale

Good Morning Deb,

I just received a call from the Valentina Kilyukh and she would like to remove Vladimir Kilyukh's name off of the Private Sale Deed and just have Ivan Trachuk listed on the deed.

These documents are scheduled to go before the board on June 24th can I still change them or should I redo them and resubmit?? If I do not need to resubmit and I can redo them do I just change the deed and remove Vladimir's name off of the deed or do I need to remove Vladimir's name off of the Agenda Placement Request and the Resolution as well as the deed??

Thanks for your help!

6/16/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to IVAN TRACHUK

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$56,790 on the County's current tax roll.
- c) After the sheriff has unsuccessfully attempted to sell real property of the county as provided in ORS 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.
- d) The property was offered for sale at public auction on February 25 of 2003. The highest bid received for the property was \$74,000 but the purchase was not completed. The purchase price of \$74,000 reimburses the county for the back taxes, interest, and liens charged against the property.
- e) IVAN TRACHUK has agreed to pay \$74,000, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.200(2).

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
- 2. Upon Tax Title's receipt of the payment in full, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to IVAN TRACHUK, the following described real property:

Lot 1; SIR GATTO, In the City of Portland, Multnomah County, Oregon

ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

IVAN TRACHUK
11950 SE KELLY ST
PORTLAND OR 97266

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

Deed D041952

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to IVAN TRACHUK, with Rights of Survivorship, Grantees, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

LOT 1; SIR GATTO, In the City of Portland, Multnomah County, Oregon

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$74,000.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 24th day of June, 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-088

Authorizing Private Sale of Certain Tax Foreclosed Property to IVAN TRACHUK

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$56,790 on the County's current tax roll.
- c) After the sheriff has unsuccessfully attempted to sell real property of the county as provided in ORS 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.
- d) The property was offered for sale at public auction on February 25 of 2003. The highest bid received for the property was \$74,000 but the purchase was not completed. The purchase price of \$74,000 reimburses the county for the back taxes, interest, and liens charged against the property.
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- 2. Upon Tax Title's receipt of the payment in full, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to IVAN TRACHUK, the following described real property:

Lot 1; SIR GATTO, In the City of Portland, Multnomah County, Oregon

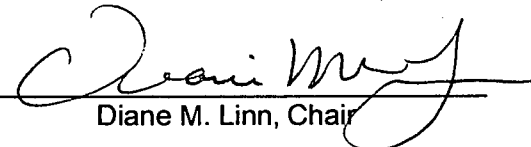
ADOPTED this 24th day of June, 2004.



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

IVAN TRACHUK
11950 SE KELLY ST
PORTLAND OR 97266

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

Deed D041952

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to IVAN TRACHUK, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

LOT 1; SIR GATTO, In the City of Portland, Multnomah County, Oregon

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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 24th day of June, 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

IVAN TRACHUK
11950 SE KELLY ST
PORTLAND OR 97266


Deed D041952

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to IVAN TRACHUK, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

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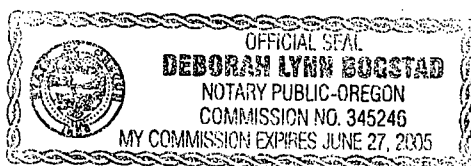

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-9

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Don Newell, Program Manager/Road Maintenance

Phone: (503) 988-5050

Ext.: 29611

I/O Address: #425/2nd

Presenters: Don Newell

Agenda Title: Amendment No. 17 to Government Revenue Contract (190 Agreement) 3013087 with the City of Fairview, Providing Street Maintenance Services for the City

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department recommends extending the Agreement with the City of Fairview to provide street maintenance services.

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

For the past 17 years Multnomah County has entered into an Agreement to provide street maintenance services for the City. This is Amendment No. 17 to the Agreement and describes the estimated work that will be accomplished.

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

The estimated dollar values are represented in our Department's FY 04-05 budget.

4. Explain any legal and/or policy issues.

There are no legal or policy issues. We have been providing these services to the City for the past 17 years with this annual Agreement.

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

The City's staff worked with our staff to formulate this year's projected work and the costs.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/25/04

Budget Analyst

Anthony

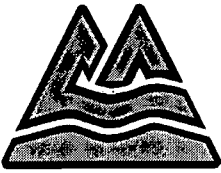
By: _____

Date: 06/01/04

Dept/Countywide HR

By: _____

Date: _____



OFFICE MEMORANDUM...DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Land Use and Transportation Program

To: Matt Ryan
County Attorney's Office

Deb Bogstad
Board Clerk's Office

From: Cathey Kramer *CK*
Operations Supervisor/Yeon Shops
#455/Yeon Annex

Date: June 8, 2004

Subject: 3 Original Renewal IGAs for signature
June 17, 2004 Board Agenda

Attached are three (3) original renewal Agreements for your signature.

Following your signature on all three originals, please forward this packet and memo to Deb Bogstad in the Clerk's Office.

Deb, please replace these originals into the Fairview packet and discard the Agreements that are not yet signed by the City of Fairview.

Contact me if you have any questions (x22589).

(Thank you.)

Enclosure (3 Originals and 1 Resolution from Fairview)

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 3013087
Amendment #: 17

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;">CLASS III B</div> <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: 5/24/04
 Originator: Don Newell Phone: x29611 Bldg/Rm: 455/Annex
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Amendment No. 17 to the agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor <u>City of Fairview</u> Address <u>PO Box 337</u> City/State <u>Fairview, OR</u> ZIP Code <u>97024-0337</u> Phone <u>503-665-6235 (Bob Cochran)</u> Employer ID# or SS# _____ Contract Effective Date <u>7/1/87</u> Term Date _____ Amendment Effect Date <u>7/1/04</u> New Term <u>6/30/05</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info:
Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$29,723.00</u>	Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment \$ _____ Total Amount of Requirements \$ _____

REQUIRED SIGNATURES:

Department Manager <u>DEH</u>	DATE _____
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew C. Ryan</u>	DATE <u>5/27/04</u>
County Chair <u>Deane Smith</u>	DATE <u>06-24-04</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: WBS #: ROADM9

DNRJ4368.DOC

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 06-24-04
DEBORAH L. BOGSTAD, BOARD CLERK

**RENEWAL OF INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. 17 TO CONTRACT NO. 3013087**

This is a renewal of an Intergovernmental Agreement No. 3013087, dated July 1, 1987, between Multnomah County and City of Fairview.

The parties agree:

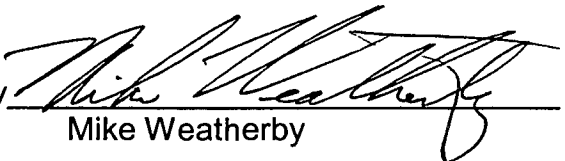
1. Contract No. 3013087 by its terms expires on June 30, 2004, and shall be renewed for an additional one-year period commencing July 1, 2004, and ending June 30, 2005. The attached Estimated Cost Summary for the City of Fairview is made a part of this amendment.
2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON

By 
Diane M. Linn

Title Chair of the Board

CITY OF FAIRVIEW

By 
Mike Weatherby

Title Mayor of the City of Fairview

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Assistant County Attorney

Approved as to form:


Mary Jo Briggs, City Administrator

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

1-9 DATE 06-24-04

WILL BOGSTAD, BOARD CLERK

Estimated Costs Summary of
Multnomah County's Street Maintenance Activities
For The

City of Fairview

Fiscal Year 2004-2005

Grand Totals of FY 04-05 Items:	\$29,723
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*Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.
(Labor x Overhead) + Equipment hours = Crew Hours
Calculated "Total Estimated Cost with Unforeseen Work"*

S46 Crack Sealing

Contact Steve for 04 pavement overlay program

Crew Hours	20	\$425	\$8,500
Asphalt Cubes	45	\$10.50	\$473
		<i>sub-total</i>	\$8,973

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$10,319
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S44 Gravel Roads

676 Wistful Vista Dr

205th - Dead End

950 ft

Blading & rerock

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	6	\$120	\$720
AC grindings/ yds	20	\$2.50	\$50
		<i>sub-total</i>	\$770

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$886
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S45 Street Sweeping

Routine sweeping of streets: 6 applications per year of 15 Crew Hours each

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	90	\$125	\$11,250

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$12,938
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V24 Mowing

Roadside mowing and brushing of various city roads and streets twice a year

Labor/ Material	Amount	Unit Cost	Sub-Total
Crew Hours (without flaggers)	20	\$60	\$1,200

Total Estimated Cost with Unforeseen Work (+15%): \$1,380

tM31 Road Striping

Various Roads - stripe center and shoulder lines - 2 times a year

Total Estimated Cost with Unforeseen Work: \$3,500

Traffic Signal Maintenance

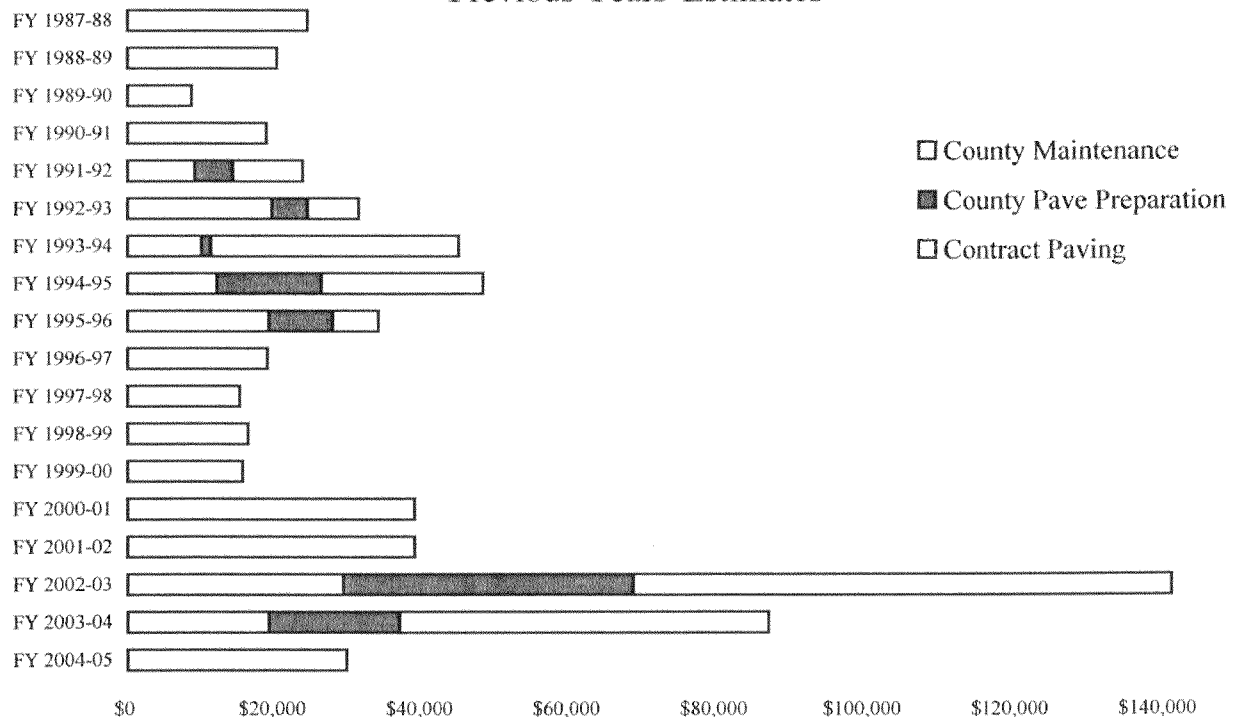
Maintain various Traffic Signals or portions thereof

Total Estimated Cost with Unforeseen Work: \$700

Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.
Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years' Estimates



RESOLUTION
(14-2004)

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FAIRVIEW AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO SIGN AMENDMENT NO. 17 TO INTERGOVERNMENTAL AGREEMENT NO. 3013087 MAINTENANCE ON CITY STREETS.

WHEREAS, the City of Fairview has an existing Intergovernmental Agreement with Multnomah County for the maintenance of city streets; and

WHEREAS, the Public Works Department identifies area of needed repair; and

WHEREAS, the agreement is updated annually through Amendment; and

WHEREAS, the Mayor and City Administrator must sign the annual Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fairview that the City Council authorizes the Mayor and City Administrator to sign Amendment No. 17 to Intergovernmental Agreement No. 3013087 – Maintenance on City Streets.

This resolution takes effect immediately upon its passage by the Council and approval by the Mayor.

Motion moved by _____ and seconded by

_____ and adopted by the City

Council of the City of Fairview, this 2nd day

of June, 2004 by the following vote:

YEAS: _____ NAYS: _____

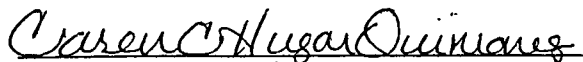


Mayor, City of Fairview
Mike Weatherby

6-2-04

Date of Signing

ATTEST:



City Recorder, City of Fairview
Caren C. Huson Quiniones

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-10

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Don Newell, Program Manager/Road Maintenance

Phone: (503) 988-5050

Ext.: 29611 **I/O Address:** #425/2nd

Presenters: Don Newell

Agenda Title: Amendment No. 17 to Government Revenue Contract (190 Agreement) 3012987 with the City of Troutdale, Providing Street Maintenance Services for the City

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department recommends extending the Agreement with the City of Troutdale to provide street maintenance services.

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

For the past 17 years Multnomah County has entered into an Agreement to provide street maintenance services for the City. This is Amendment No. 17 to the Agreement and describes the estimated work that will be accomplished.

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

The estimated dollar values are represented in our Department's FY 04-05 budget.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
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- ❖ Explain grant funding detail – is this a one time only or long term commitment?
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- ❖ If a grant, what period does the grant cover?
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- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

There are no legal or policy issues. We have been providing these services to the City for the past 17 years with this annual Agreement.

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

The City's staff worked with our staff to formulate this year's projected work and the costs.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/25/04

Budget Analyst

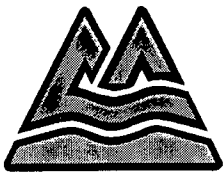
By: 

Date: 06/01/04

Dept/Countywide HR

By:

Date:



OFFICE MEMORANDUM...DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Land Use and Transportation Program

To: Matt Ryan, Assistant County Attorney
Bldg. #503/5th

~~Deb Bogstad, Clerk of the Board~~
~~#503/6th Fl~~

From: Cathey Kramer *CK*
Operations Supervisor/Yeon Shops
#455/Yeon Annex

Date: June 11, 2004

Subject: Contract Amendment-Troutdale Road Maintenance
June 24, 2004 Board Agenda

We have received the executed Agreements from the City of Troutdale.

After County Attorney signature on the three originals, please forward them to the Board Clerk for presentation to the Board for execution and approval on the scheduled date of June 24, 2004.

If you have any questions, please call me at x22589.

Thank you.

Attachment (3 original Agreements)

Enclosure

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 3012987
Amendment #: 17

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: 5/24/04
 Originator: Don Newell Phone: x29611 Bldg/Rm: 425/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Amendment No. 17 to the agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Troutdale		Remittance address	
Address	104 SE Kibling Avenue		(If different)	
City/State	Troutdale, OR		Payment Schedule / Terms	
ZIP Code	97060-2099		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-667-5175 (Jim Galloway)		<input checked="" type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	7/1/87	Term Date		
Amendment Effect Date	7/1/04	New Term	6/30/05	
Original Contract Amount	\$ _____		Original Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ _____		Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ _____		Requirements Amount Amendment	\$ _____
Total Amount of Agreement \$	\$112,527.00		Total Amount of Requirements	\$ _____

REQUIRED SIGNATURES:

Department Manager	<u>DEH</u>	DATE	_____
Purchasing Manager	_____	DATE	_____
County Attorney	<u>Matthew D. Ryan</u>	DATE	<u>5/27/04</u>
County Chair	<u>David L. ...</u>	DATE	<u>06.24.04</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

COMMENTS: WBS #: ROADM9

DNRJ4369.DOC

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-10 DATE 06.24.04
 DEBORAH L. BOGSTAD, BOARD CLERK

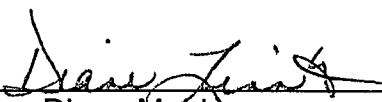
**RENEWAL OF INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. 17 TO CONTRACT NO. 3012987**

This is a renewal of an Intergovernmental Agreement No. 3012987, dated July 1, 1987, between Multnomah County and City of Troutdale.

The parties agree:

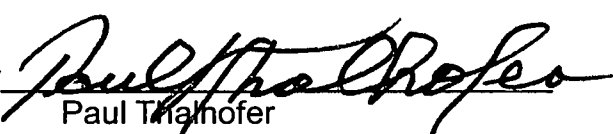
1. Contract No. 3012987 by its terms expires on June 30, 2004, and shall be renewed for an additional one-year period commencing July 1, 2004, and ending June 30, 2005. The attached Estimated Cost Summary for the City of Troutdale is made a part of this amendment.
2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON

By 
Diane M. Linn

Title Chair of the Board

CITY OF TROUTDALE

By 
Paul Trautner

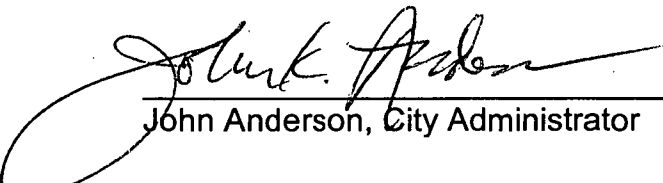
Title Mayor of the City of Troutdale

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Assistant County Attorney

Approved as to form:


John Anderson, City Administrator

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE Dec. 24.04
DEBORAH L. BOGSTAD, BOARD CLERK

Estimated Costs Summary of
Multnomah County's Street Maintenance Activities
For The

City of Troutdale

Fiscal Year 2004-2005

Grand Totals of FY 04-05 Items: \$112,527

Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

Labor & Equipment hours = Crew Hours

Calculated "Total Estimated Cost with Unforeseen Work"

Contract Asphalt Paving

IRIS #	Street	Location	PCI	Length	AC Tons
991-100	SE Lewellyn Av	Evans Av to 20' N of SE 28 Ct	58	864	305
748-300	SE 30th Ct	Lewellyn Av to T int. cul-de-sac	70	195	51
748-400	SE 30th Ct	W to E in cul-de-sac	72	290	146
995-100	SE 29th Ct	Lewellyn Av to cul-de-sac	72	496	182
760-300	SE 28th Ct	Lewellyn Av to cul-de-sac	72	343	134
744-110	SE 33rd St	269' E of Elizabeth Pl to Evans Av	57	248	63
<i>unit total:</i>					881

All overlays are 1.5" in depth.

All paving work is contracted to the private sector.

No.	Bid Item Name	Unit	Quantity	Unit Price	Amount
1	Temp. Protection & Dir. Of Traffic	Lump Sum	1	\$2,700.00	\$2,700
2	Flaggers	Hour	72	\$36.00	\$2,592
3	Traffic Humps on SE Lewellyn Av	Each	1	\$1,500.00	\$1,500
4	HMAC Plant Mix, Level 3, 1 1/2 in. Thick	Ton	881	\$37.50	\$33,038

(per Section 00744. Hot Mixed Asphalt Concrete Pavement) Sub Total:

\$39,830

Total Estimated Cost with Unforeseen Work (+5%): \$41,821

Asphalt Paving Preparation

same limits as "Contract Asphalt Paving"

Troutdale may perform necessary tree trimming activities. 12' curb clearance.

Activity	Crew/ Material	Amount	Unit Cost	Sub-Total
S39 Sweeping/ Cleaning with flusher (pave prep treatment & final clean-up)				
	Crew Hours	8	\$125	\$1,000
S42 Tarpot Patching - misc. locations				
	Crew Hours	10	\$250	\$2,500
	1/4"-0 rock / yds	5	\$10.50	\$53
	CRS2 Asphalt Concrete/ gal	200	\$0.55	\$110
S49 Grinder Patching				
	Crew Hours w/ Asphalt	12	\$825	\$9,900
S49 Grinder Patching - profiling only (curb milling) - misc locations				
	Crew Hours	18	\$800	\$14,400
S41 Speed Hump Removal - 1 total on Lewellyn				
	Crew Hours	2	\$415	\$830
V20 Tree Pruning and Preparation				
	Crew Hours	8	\$60	\$480
<i>sub-total</i>				\$29,273

Total Estimated Cost with Unforeseen Work (+15%): \$33,664

S46 Crack Sealing

05-06 paving program: Lewellyn, 27th Ct, 26th Ct, 26th St, Hicklin Ct & Pelton Ct

Crew Hours	8	\$260	\$2,080
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<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$2,392
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S45 Street Sweeping

Routine sweeping of streets: 6 applications per year of 36 Crew Hours each

The City will store and dispose of all materials.

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	216	\$125	\$27,000

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$31,050
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V24 Mowing

Roadside mowing and brushing of various city roads and streets twice a year - with flaggers

<i>Crew/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	20	\$85	\$1,700

<i>Total Estimated Cost with Unforeseen Work (+15%):</i>	\$1,000
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tM31 Road Striping

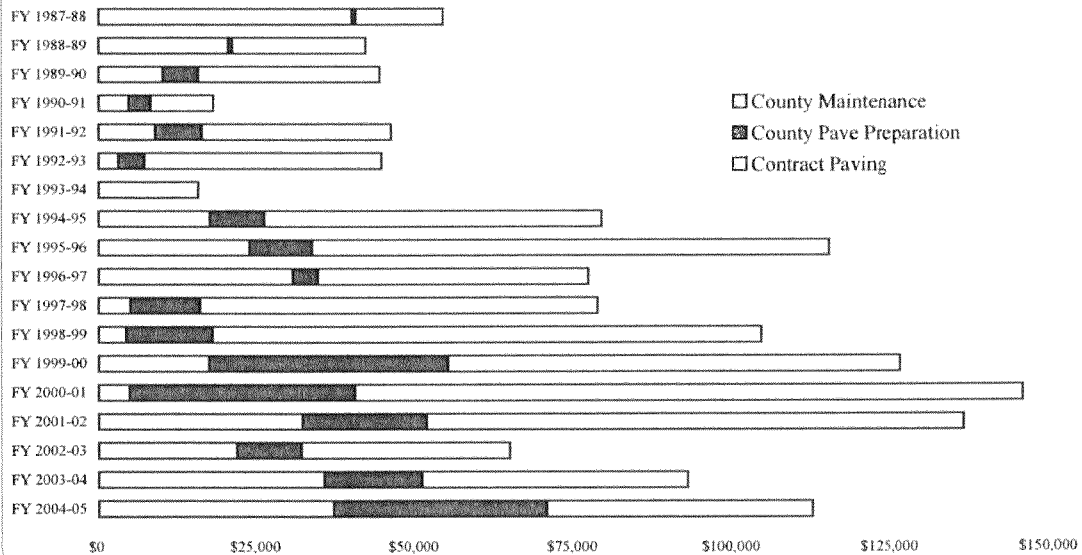
Various Roads - stripe center and shoulder lines - 2 times a year

<i>Total Estimated Cost with Unforeseen Work:</i>	\$2,600
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E83 Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.
Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years' Estimates



AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-11

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Don Newell, Program Manager/Road Maintenance

Phone: (503) 988-5050

Ext.: 29611 **I/O Address:** #425/2nd

Presenters: Don Newell

Agenda Title: Amendment No. 17 to Government Revenue Contract (190 Agreement) 3012887 with the City of Wood Village, Providing Street Maintenance Services for the City

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
The Department recommends extending the Agreement with the City of Wood Village to provide street maintenance services.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
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- 3. Explain the fiscal impact (current year and ongoing).**
The estimated dollar values are represented in our Department's FY 04-05 budget.

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- ❖ What revenue is being changed and why?
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- ❖ What do the changes accomplish?
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NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
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If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
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- ❖ Explain grant funding detail – is this a one time only or long term commitment?
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4. Explain any legal and/or policy issues.

There are no legal or policy issues. We have been providing these services to the City for the past 17 years with this annual Agreement.

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


The City's staff worked with our staff to formulate this year's projected work and the costs.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/25/04

Budget Analyst

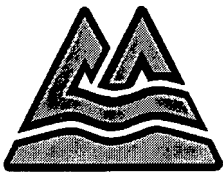
By: 

Date: 06/01/04

Dept/Countywide HR

By:

Date:



OFFICE MEMORANDUM...DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Land Use and Transportation Program

To: ② Matt Ryan
County Attorney's Office
① Deb Bogstad
Board Clerk's Office

From: Cathey Kramer
Operations Supervisor/Yeon Shops
#455/Annex

Date: June 22, 2004

Subject: 3 Original Renewal IGAs for signature
June 24, 2004, Consent Calendar

Attached are three (3) original Renewal Agreements for your signature.

Following your signature/approval on all three originals, please forward this packet and memo to Deb Bogstad in the Clerk's Office.

Deb, please replace these originals in the Wood Village packet and discard the Agreements that do not have the signature by the City of Troutdale.

Please contact me if you have any questions (x22589).

Thank you.

Enclosure (3 Originals from City of Wood Village)

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 3012887
Amendment #: 17

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: 5/24/04
 Originator: Don Newell Phone: x29611 Bldg/Rm: 425/Annex
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Amendment No. 17 to the agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Wood Village			Remittance address	_____
Address	2055 NE 238 th Drive			(If different)	_____
City/State	Wood Village, OR			Payment Schedule / Terms	_____
ZIP Code	97060			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-667-6211 (Carl Malone)			<input checked="" type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	7/1/87	Term Date	_____	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	7/01/04	New Term	6/30/05	Original Requirements Amount	\$ _____
Original Contract Amount	\$ _____			Total Amt of Previous Amendments	\$ _____
Total Amt of Previous Amendments	\$ _____			Requirements Amount Amendment	\$ _____
Amount of Amendment	\$ _____			Total Amount of Requirements	\$ _____
Total Amount of Agreement	\$ 29,742.00				

REQUIRED SIGNATURES:

Department Manager <u>DEH</u>	DATE _____
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew C. Ryan</u>	DATE <u>5/27/04</u>
County Chair <u>Debbie Linn</u>	DATE <u>06-24-04</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: WBS #: ROADM9

DNRJ4370.doc

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-11 DATE 06-24-04
 DEBORAH L. BOGSTAD, BOARD CLERK

**RENEWAL OF INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. 17 TO CONTRACT NO. 3012887**

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2. All other terms and conditions of the Agreement shall remain the same.

MULTNOMAH COUNTY, OREGON

By 
Diane M. Linn

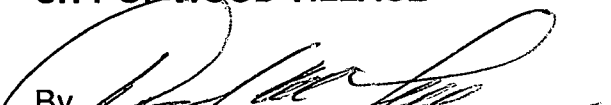
Title Chair of the Board

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

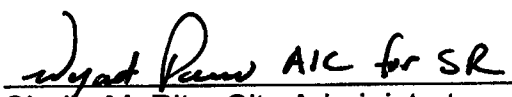
By 
Assistant County Attorney

CITY OF WOOD VILLAGE

By 
David M. Fuller

Title Mayor of the City of Wood Village

Approved as to form:

 AIC for SR
Sheila M. Ritz, City Administrator

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-11 DATE Dec. 24. 04

DEBORAH L. BOGSTAD, BOARD CLERK

Estimated Costs Summary of
Multnomah County's Street Maintenance Activities
For The

City of Wood Village

Fiscal Year 2004-2005

Grand Totals of FY 04-05 Items: **\$29,742**

Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

Labor & Equipment hours = Crew Hours

Calculated "Total Estimated Cost with Unforeseen Work"

Slurry Sealing Program - Contract with City of Portland

IRIS #	Street	Location	PCI	Length	Sq Yds
51-100	230th Ct	Halsey to Cul-De-Sac	87	216	1,063
53-100	231st Ct	Arata to Cul-De-Sac	76	375	1,629
59-100	238th Av	Holladay to Shamrock	93	296	1,051
57-300	236th Av	Shannon to Stanley	91	280	995
57-400	236th Av	Arata to Stanley	89	623	2,215
71-100	238th Pl	Glisan to Dead End	91	391	1,685
73-100	239th Pl	Glisan to Holladay	91	708	2,516
73-110	239th Pl	Holladay to Cul-De-Sac	85	407	3,235
56-100	Holladay Ct	Holladay to Cul-De-Sac	84	180	935
54-100	Holladay Pl	Holladay to Dead End	95	190	591
52-100	Holladay St	Shamrock to 239th	97	1,230	4,921
52-110	Holladay St	239th to 238th Dr	85	892	3,569
50-100	Oregon St	239th to 238th	89	855	3,041
61-100	Shamrock Ct	Shamrock to Cul-De-Sac	86	127	747
59-100	Shamrock Dr	236th to 238th	92	855	3,041
Sq Yd total					31,234
City of Portland estimated unit cost					\$1.00
Total COP Slurry Seal Estimate (not included in this estimate)					\$31,234
Total COP Slurry Seal Estimate with MultCo Grand Totals of FY 04-05 Items (above)					\$60,976

Slurry Sealing Preparation - Same Limits as Above

Activity	Labor/ Material	Amount	Unit Cost	Sub-Total
S39 Sweeping/ Cleaning with flusher (pave prep treatment & final clean-up)				
	Crew Hours	14	\$125	\$1,750
S42 Tarpot Patching - misc. locations				
	Crew Hours	15	\$250	\$3,750
	1/4"-0 rock / yds	15	\$10.50	\$158
	CRS2 Asphalt Concrete/ gal	400	\$0.55	\$220
S46 Crack Sealing				
236th Av	239 Pl			
237th	Oregon St			
	Crew Hours w/ materials	7	\$425	\$2,975
S49 Grinder Patching / Base Repair				
Maple St (S. of Elm)	231 Ct			
	Crew Hours w/ rock and asphalt	18	\$500	\$9,000
V20 Herbicide spraying from street surface				
	Crew Hours	11	\$60	\$660
sub-total of S31				\$18,513

Total Estimated Cost with Unforeseen Work (+15%): **\$21,290**

S46 Crack Sealing - additional

Ash Ave
Cedar Ln
Elm Ave

Maple Blvd
Stanley

Tennis Court in park
235th
236th

Labor/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	7	\$425	\$2,975

Total Estimated Cost with Unforeseen Work (+15%): \$3,421

S45 Street Sweeping

Routine sweeping of streets: 5 applications per year of 7 Crew Hours each

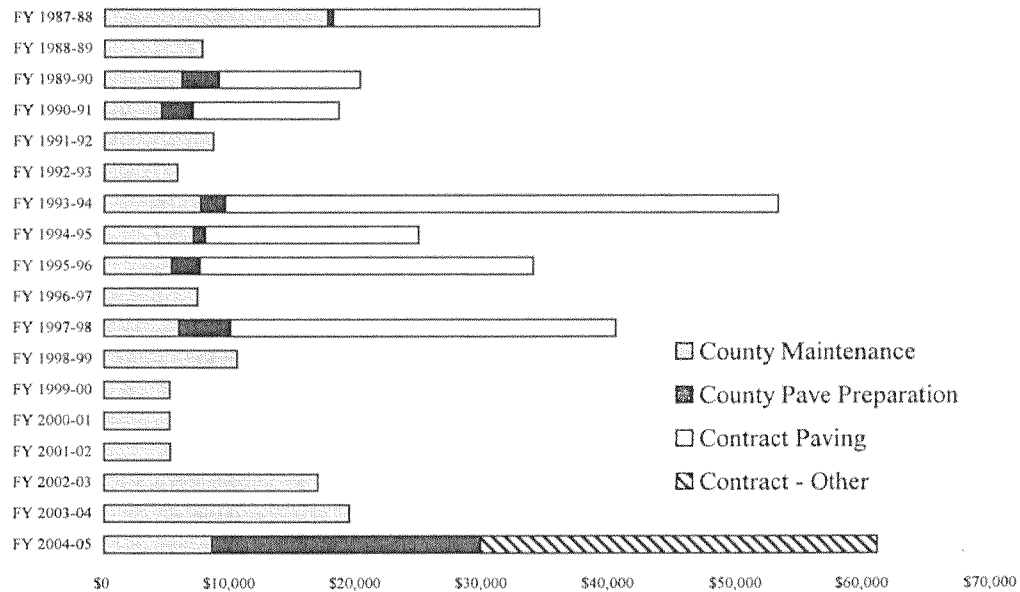
Labor/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	35	\$125	\$4,375

Total Estimated Cost with Unforeseen Work (+15%): \$5,031

Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.
Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years' Estimates



AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-12

Est. Start Time: 9:30 AM

Date Submitted: 05/27/04

Requested Date: June 24, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Karen Schilling

Phone: (503) 988-5050

Ext.: 29635

I/O Address: #455/1st Floor

Presenters: Karen Schilling

Agenda Title: Amendment 1 to Government Revenue Contract (190 Agreement) 0110990 with the Oregon Department of Transportation, Adding the 2003 and 2004 Exchange Funds to the Rural Surface Transportation Program (STP) Fund Exchange Agreement

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approval of 2003 and 2004 Rural Fund Exchange Agreement. The Department recommends approval.

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

Funding is available to the County from the State each year specifically for transportation projects in the rural area. The State offers an exchange to counties converting federal dollars to state dollars at 94 cents for every dollar. The benefit to the County is that we are not required to provide matching funds, and the County can administer projects instead of the State.

The County does not always expend its allocation on an annual basis due to the small yearly allocation. This amendment will exchange \$276,253 in federal funds for \$259,678 in state funds. These funds will allow us to complete the shoulder repair on Corbett Hill

Road. Any remaining funds can be spent on other qualifying rural area transportation projects.

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

These funds will allow the County to address rural area projects that need improvements. The funds are available as a reimbursement to the County when we invoice the State for completed work. The Transportation fund includes the Rural STP FY2003 allocation (\$131,779) as revenue in FY05 to complete the Corbett Hill Shoulder Repair. The FY2004 Rural STP allocation (\$127,899) will be appropriated in the County's FY06 budget.

Rural Surface Transportation Funds (STP) are allocated to the County once a year. The amount varies from year to year. Each year, the County determines if we have a qualifying project and if the funds are adequate to cover the cost of the project.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?

- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
There are no legal or policy issues.

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

Citizens and staff have identified transportation improvements in the rural areas through our Transportation System Planning processes and the Capital Improvement Plan process. Staff have met with residents and business owners in Corbett to discuss this project. We have been coordinating with the State for other projects that might be occurring in the area in the same timeframe.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/25/04

Budget Analyst

Anthony

By: _____

Date: 05/27/04

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 0110990
Amendment #: 1

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Transportation Date: 05/24/04
 Originator: Karen Schilling Phone: 29635 Bldg/Rm: 455/1st floor
 Contact: Cathey Kramer Phone: 22589 Bldg/Rm: 455/2nd floor
 Description of Contract: Amendment No. 1 to the Rural Surface Transportation Program (STP) Fund Exchange Agreement between Multnomah County and ODOT to add the 2003 and 2004 Fund Exchange funds to the Agreement.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	<u>Oregon Dept. of Transportation-Region 1</u>		Remittance address	_____
Address	<u>123 NW Flanders St.</u>		(If different)	_____
City/State	<u>Portland OR</u>		Payment Schedule / Terms	_____
ZIP Code	<u>97209</u>		<input type="checkbox"/> Lump Sum \$ _____	<input checked="" type="checkbox"/> Due on Receipt
Phone	<u>(503) 892-3089 or (503) 731-8276 (Debbie Burgess)</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>Upon execution</u>	<u>Term</u>	<input type="checkbox"/> Requirements Funding Info: _____	
Amendment Effect Date	<u>New Term Date</u>	<u>2 years *</u>	Original Requirements Amount	\$ _____
Original Contract Amount	\$444,734.00		Total Amt of Previous Amendments	\$ _____
Total Amt of Previous Amendments	\$0		Requirements Amount Amendment	\$ _____
Amount of Amendment	\$259,678.00		Total Amount of Requirements	\$ _____
Total Amount of Agreement \$	\$704,412.00			

REQUIRED SIGNATURES:

Department Manager: Robert Maestre

DATE: 5-25-04

Purchasing Manager: _____

DATE: _____

County Attorney: Matthew O. Ryan

DATE: 5/30/04

County Chair: _____

DATE: 06.24.04

Sheriff: Diane Linn

DATE: _____

Contract Administration: _____

DATE: _____

COMMENTS: * The termination date of the agreement is two years from the date of execution.

(TRANPTIPR520)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 06.24.04
DEBORAH L. BOGSTAD, BOARD CLERK

**AMENDMENT NO. 1
2003 and 2004 FUND EXCHANGE AGREEMENT
Corbett Hill Road Shoulder Repair**

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "State", and MULTNOMAH COUNTY, hereinafter referred to as "Agency", entered into an Agreement on May 29, 2003. Said Agreement covers the 2002 Fund Exchange for the Project that consists of shoulder repair at Corbett Hill Road; culvert replacement at 317th Ave; culvert replacement at Reed Road; and may possibly include other eligible rural roadway projects as budget allows.

It has now been determined by State and Agency that the Agreement referenced above, although remaining in full force and effect, shall be amended by this Agreement to add the 2003 and 2004 Fund Exchange amounts that are available to the Agency to the Project. The combined allocation will be used to continue the project as described above. The following changes shall be made.

Page 1, Terms of Agreement, Paragraph 2, which reads:

"2. To assist in funding the Project, Agency has requested State to exchange Federal Funds in the following manner:

Fiscal Year	Federal Funds	Exchange Rate	State Funds
1997	\$64,769	94%	\$60,883
1998	\$101,889	94%	\$95,776
1999	\$89,190	94%	\$83,839
2000	\$105,314	94%	\$98,995
2002	\$111,958	94%	\$105,241
Total	\$473,120		\$444,734

Agency shall exchange a total of \$473,120 Federal Funds for State Funds at the ratios defined in the above table. State shall reimburse Agency up to the total of \$444,734 State Funds for eligible costs incurred."

Agreement No. 20,557
MULTNOMAH COUNTY

Shall be amended to read:

"2. To assist in funding the Project, Agency has requested State to exchange Federal Funds in the following manner:

Fiscal Year	Federal Funds	Exchange Rate	State Funds
1997	\$64,769	94%	\$60,883
1998	\$101,889	94%	\$95,776
1999	\$89,190	94%	\$83,839
2000	\$105,314	94%	\$98,995
2002	\$111,958	94%	\$105,241
2003	\$140,190	94%	\$131,779
2004	\$136,063	94%	\$127,899
Total	\$749,373	94%	\$704,412

Agency shall exchange a total of \$749,373 Federal Funds for State Funds at the ratios defined in the above table. State shall reimburse Agency up to the total of \$704,412 State Funds for eligible costs incurred."

Page 2, Terms of Agreement, Paragraph 4, which reads:

"4. This agreement shall be for two years beginning on the date all required signatures are obtained and shall terminate two calendar years later on the same month and day, unless otherwise extended or renewed by formal agreement of the parties."

Shall be amended to read:

"4. This Agreement shall be for two years beginning on the date all required signatures are obtained for this amendment and shall terminate two calendar years later on the same month and day, unless otherwise extended or renewed by formal agreement of the parties."

Page 2, Terms of Agreement, Paragraph 5D, which reads:

"D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$444,734. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency."

Agreement No. 20,557
MULTNOMAH COUNTY

Shall be amended to read:

"D. This Fund Exchange shall be on a reimbursement basis, with State funds limited to a maximum amount of \$704,412. All costs incurred in excess of the fund exchange amount will be the sole responsibility of Agency."

Page 3, Terms of Agreement, Paragraph 5-I, which reads:

"I. Agency shall compile accurate cost accounting records. Agency shall bill State in a form acceptable to State no more than once a month for costs incurred on the Project. State will reimburse Agency at 100 percent of the billing amount not to exceed \$444,734. The cost records and accounts pertaining to the work covered by this agreement shall be retained for inspection by representatives of State for a period of three years following final payment. Copies shall be made available upon request."

Shall be amended to read:

"I. Agency shall compile accurate cost accounting records. Agency shall bill State in a form acceptable to State no more than once a month for costs incurred on the Project. State will reimburse Agency at 100 percent of the billing amount not to exceed \$704,412. The cost records and accounts pertaining to the work covered by this Agreement shall be retained for inspection by representatives of State for a period of three years following final payment. Copies shall be made available upon request."

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

The funding for this fund exchange program was approved by the Oregon Transportation Commission on November 17, 2003, as a part of the 2004-2007 Statewide Transportation Improvement Program.


The Program and Funding Services Manager approved the fund exchange on October 8, 2003 for the 2003 Fund Exchange and April 22, 2004 for the 2004 Fund Exchange.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

Agreement No. 20,557
MULTNOMAH COUNTY

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Deputy Director for Highways to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program

MULTNOMAH COUNTY, by and through its elected officials

By 
Chair

Date 06.24.04

By DIANE M. LINN

Title Multnomah County Chair

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By 
Agency Counsel

Date 5/27/04

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

STATE OF OREGON, by and through its Department of Transportation

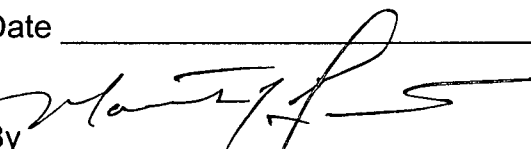
By _____
Deputy Director, Highway Division

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By 
Region 1 Manager

Date 4.26.04

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 1-12 DATE 06.24.04
DEBORAH L. BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-13

Est. Start Time: 9:30 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: N/A

Department: DBCS

Division: Environmental Compliance

Contact/s: Kim Peoples

Phone: 503 988-5050

Ext.: 26797

I/O Address: 455/116

Presenters: Consent Calendar

Agenda Title: Government Expenditure Contract (190 Agreement) 4600004806 with the City of Gresham, for Joint Services Under a Municipal NPDES Separate Storm Sewer Permit

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

Adopt Intergovernmental Agreement between the county and the City of Gresham which provides for program coordination of the National Pollutant Discharge Elimination System (NPDES) stormwater program between agencies.

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

The county is a co-permittee with the City of Gresham (serving as the lead agency) on a NPDES municipal stormwater permit (Permit) under the federal Clean Water Act. Under the Permit, the co-permittees are required to coordinate their respective stormwater management activities in order to reduce the discharge of stormwater pollutants to the waters of the state to the maximum extent practicable. Coordination includes the implementation of various best management practices including, but not limited to, water quality monitoring and reporting as well as facilitation of program requirements with the

Oregon Department of Environmental Quality (DEQ) who administers the Permit for the U.S. Environmental Protection Agency.

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

The IGA anticipates a five (5) year term with a total fiscal impact not to exceed \$25,000. This assumes an average annual fiscal impact of \$5,000 which includes annual DEQ administrative Permit fees, and Permit tasks that by mutual agreement may be performed by the City. Such tasks may include: source identification of illicit discharges or cross connections to the county storm sewer system, stormwater sampling and analysis of county storm sewer facilities, or technical storm water modeling of pollutant parameters relating to best management practices performed by the county.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

Under the current NPDES Permit, of which the county is a co-permittee, the agencies are required to coordinate their Stormwater Implementation Plan activities in order to reduce stormwater pollutant discharges to the maximum extent practicable. Such coordination is facilitated through this IGA.

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

None identified.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/25/04

Budget Analyst

Christy

By: _____

Date: 06/01/04

Dept/Countywide HR

By:

Date:

INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM
FOR JOINT SERVICES UNDER A MUNICIPAL
NPDES SEPARATE STORM SEWER PERMIT

This Agreement is entered into on June 15, 2004 between the City of Gresham, Oregon (City) and Multnomah County, Oregon (County).

RECITALS

WHEREAS, the goal of this intergovernmental agreement is to continue to comply with existing federal and state National Pollutant Discharge Elimination System (NPDES) rules and regulations; and

WHEREAS, the Board of County Commissioners and the Gresham City Council both recognize the need to identify and control pollutants entering the municipal separate storm sewer systems (MS4) through the application of best management practices established and implemented through the jurisdiction of local units of government; and

WHEREAS, it has been determined that urban stormwater runoff is a carrier of pollutants into our rivers and streams; and

WHEREAS, the existing federal and state NPDES rules and regulations require that each operator of a municipal separate storm sewer system within Gresham city limits and the urbanized areas of unincorporated Multnomah County must comply with the five-year NPDES stormwater permit issued by Oregon Department of Environmental Quality March 2, 2004; and

WHEREAS, the Permit requires that co-permittees "Control through interagency agreements among the co-permittees the contribution of pollutants from one portion of the municipal system to another portion of the municipal system"; and

WHEREAS, compliance with the Permit and implementation of the stormwater management plan are deemed to be compliance with the requirement to reduce the discharge of pollutants from the MS4 to the maximum extent practicable; and

WHEREAS, the County continues to own and operate a portion of the municipal separate storm sewer system within the Gresham Urban Services Boundary; and

WHEREAS, the City and County are authorized to implement a stormwater management program to reduce the contribution of pollutants in stormwater to the maximum extent practicable and to discharge stormwater to public waters in conformance with the requirements and conditions set forth in the municipal permit conditions issued by Oregon DEQ March 2, 2004 for a five year term; and

WHEREAS, water quality needs the development of a consistent and comprehensive stormwater quality management plan that satisfies federal NPDES stormwater requirements that can best be realized by co-compliance between the County and the City within the Urban Services Boundary; and

WHEREAS, it is necessary to provide a basis for defining the co-permittees' primary intentions and relationships, responsibilities and obligations under the municipal NPDES Permit; and

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by each co-permittee in meeting the requirements of the municipal NPDES permit.

NOW THEREFORE, the parties agree to the following:

1. GENERAL PROVISIONS

A) The County and the City are co-permittees to a five-year municipal MS4 NPDES permit (the Permit) as provided in 40 CFR Section 122.26; and permitted by Oregon DEQ Municipal NPDES Permit #101315 dated March 2, 2004.

B) Each co-permittee is responsible for complying with Permit conditions relating to stormwater discharges from those parts of the MS4 they continue to operate or own. Neither co-permittee is responsible for the other co-permittee's non-compliance of the Permit.

C) Each co-permittee complies with Permit requirements and implements their stormwater management plan in order to control to the maximum extent practicable the contribution of pollutants from one portion of the municipal system to another portion of the municipal system.

2. SCOPE OF COUNTY SERVICES

A) The County shall work cooperatively with the City and its representatives in developing procedures to ensure effective coordination.

B) Based on mutual agreement, the County may undertake tasks to assist with co-permittee compliance activities.

C) The County shall be responsible for implementing the County Best Management Practices which are the Storm Water Management Plan as described in the NPDES permit co-application submitted to Oregon DEQ, or its updates.

D) The County shall be responsible for the portion of the system-wide annual report to Oregon Department of Environmental Quality applicable to the County, and shall provide the report to the City within a reasonable time for inclusion in the system-wide annual report.

3. SCOPE OF CITY SERVICES

A) The City of Gresham shall provide, or shall contract to provide, or shall lead a joint effort to contract for the following services to Multnomah County with regard to the NPDES Municipal Separate Storm Sewer System (MS4) permit for the County's MS4 within the Gresham Urban Services Boundary:

- 1) Compile and summarize water quality data required for the NPDES Permit

including but not limited to Minimum Monitoring and Reporting Requirements as described in Schedule B of the Permit or any subsequent modifications to the Permit.

2) Based on mutual agreement, the City may undertake tasks to assist with additional co-permittee compliance activities.

B) The City shall assume the lead role with regard to the Permit and implementation of the Stormwater Management Program in the following manner.

1) The City will initiate programmatic discussions with the Oregon DEQ as needed to facilitate implementation of the NPDES Permit requirements that apply to the entire Permit boundary.

2) Coordinate and manage the co-permittee process as necessary to ensure a timely and responsive submittal of the annual report as required by the permit.

3) Prepare and submit the annual report for the NPDES Permit requirements so as to include the County operated municipal separate storm sewer system within the Gresham Urban Services Boundary.

4 COMPENSATION

The County shall pay the City for work invoiced under this Agreement after the effective date as set out below. Likewise, the City shall pay the County for activities that the County conducts on the City's behalf, by mutual consent. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. Work will include costs incurred related to management and coordination of the co-permittee process between the City and the County.

The total payment for the work shall not exceed \$25, 000.00 for the five-year term of this Agreement, except by mutual agreement.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective upon execution and shall terminate as of June 30, 2009.

6. BILLING AND PAYMENT PROCEDURE

The City's billing and Multnomah County's payment procedures shall be as set out below.

In July, the City and the County shall submit invoices for work performed during the previous fiscal year. Each invoice shall include the amount due and shall include sufficient information to enable the parties to identify the service or product being invoiced as needed to satisfy fiscal requirements.

Invoiced payments that are payable to the City of Gresham are due within 60 days of the invoice date. Payments to Gresham shall be made payable to the City of Gresham, and mailed to City of Gresham, Financial Services Division, 1333 NW Eastman Parkway, Gresham, Oregon, 97030.

If a payment is not received within sixty (60) days of the invoice date, interest of 1.5% per month (18% per annum) may be assessed against the entire delinquent balance. The past-due invoice may be subject to the City of Gresham's collection policy and may be submitted to a collection agency for further action.

7. EARLY TERMINATION OF THE AGREEMENT

- A) The City and the County, by mutual written agreement, may terminate this Agreement at any time.
- B) Either party may terminate this agreement by giving 90 day written notice to the party.
- B) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. MODIFICATION OF AGREEMENT

The City and County, by mutual written agreement, may modify this Agreement at any time.

9. INDEMNIFICATION

To the extent permitted by the Oregon Tort Claims Act, Gresham agrees to indemnify, defend, and hold harmless Multnomah County from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of Gresham and its officers, employees, and agents in performance of this intergovernmental agreement. To the extent permitted by the Oregon Tort Claims Act, Multnomah County agrees to indemnify, defend, and hold harmless Gresham from any claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of Multnomah County and its officers, employees, and agents in performance of this intergovernmental agreement.

10. DISPUTE RESOLUTION

If disputes arise under this Agreement the parties agree to negotiate in good faith to resolve the disputes in a cost effective manner. If the parties cannot resolve the dispute by negotiation, the parties agree to submit the dispute to mediation before a mediator agreed upon by the parties. If the parties cannot agree upon a mediator, either party may ask the Presiding Judge in Multnomah County Circuit Court to designate a neutral mediator. That

designation shall be binding upon the parties. Regardless of the outcome of the mediation, the parties shall share the costs of the mediator equally. If mediation fails to resolve the dispute, the parties may agree to submit the dispute to arbitration, or either party may initiate litigation in an appropriate court to resolve the dispute.

11. FUNDS

The County certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

12. NON-APPROPRIATION CLAUSE

This agreement is subject to future appropriations by any future City Council or Board of County Commissioners.

13. ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

14. SEVERABILITY

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

15. ACCESS TO RECORDS

The City shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records as shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. The County's authorized representatives shall have the right to direct access to all such records related to this Agreement for the purpose of examination in connection with any billing submitted to the County.

CITY OF GRESHAM

By: _____
Charles Becker, Mayor

Date: _____

By: _____
Gary Blackmer, Auditor

Date: _____

Reviewed:

Approved as to Form

Susan Bischoff, City Attorney for

City of Gresham

By _____

Date: _____

MULTNOMAH COUNTY

By: _____

Diane Linn, Chair

Date: _____

By: _____

Cecilia Johnson, Director, Department of
Business and Community Services

Date: _____

Reviewed:

Approved as to Form

Agnes Sowle, County Attorney for Multnomah
County, Oregon

By _____

Sandra Duffy

Assistant County Attorney



IGA Contract

Vendor Address

GRESHAM CITY OF
1333 NW EASTMAN PKWY
GRESHAM OR 97030-3813

Information

Contract Number 4600004806
Date 05/27/2004
Vendor No. 11913
Contact/Phone BCS Transport'n /
X26798
Validity Period: 06/15/2004 - 06/20/2009
Minority Indicator: Not Identified

Estimated Target Value: 25,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	IGA w/Gresham Compliance w/NPDES Rules Plant: F030 Business & Community Service Requirements Tracking Number: 301558 Ship to: *** Item cancelled ***	25,000.000	Dollars	\$ 25000.0000
0002	IGA w/Gresham Compliance w/NPDES Rules Plant: F030 Business & Community Service Requirements Tracking Number: 301558 <i>Intergovernmental Agreement with the City of Gresham to continue compliance with existing Federal and State National Pollutant Discharge Elimination Systems (NPDES) rules and regulations as specified in the Agreement.</i> <i>Effective dates: June 15, 2004 - June 30, 2009</i> <i>(Cost Center: 900050)</i> <i>Contact Person: Kim Peoples, Environmental Compliance Program (503) 988-5050 x26797/IGA</i> Ship to: *** New item ***	25,000.000	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☒ Not Attached Contract #: 4600004806
Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Environmental Compliance Date: 5/28/04
 Originator: Kim Peoples Phone: x26797 Bldg/Rm: 455/Annex
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Intergovernmental Agreement between Multnomah County and the City of Gresham to continue compliance with existing federal and state National Pollutant Discharge Elimination Systems (NPDES) rules and regulations. City of Gresham will provide Multnomah County with specific services outlined in the Agreement.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): 301558
 RFP/BID: RFP/BID DATE: ORS/AR #:
 EXEMPTION #:
 EFFECTIVE DATE: EXPIRATION DATE:
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Gresham			Remittance address	
Address	1333 NW Eastman Avenue			(If different)	
City/State	Gresham, OR			Payment Schedule / Terms	
ZIP Code	97030			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	503-618-2634 (Lynne Kennedy)			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#				<input checked="" type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	6/15/04	Term Date	6/15/09	Invoice	
Amendment Effect Date	New Term Date			<input type="checkbox"/> Requirements Funding Info:	
Original Contract Amount	\$	Original Requirements Amount	\$		
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$		
Amount of Amendment	\$	Requirements Amount Amendment	\$		
Total Amount of Agreement	\$25,000.00	Total Amount of Requirements	\$		

REQUIRED SIGNATURES:

Department Manager Robert Maestre DATE 5/27/04
 Purchasing Manager _____ DATE _____
 County Attorney Sandra Duff DATE 6-4-04
 County Chair Sam Lund DATE 06.24.04
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: Cost Center 900050

APPROVED: MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # 6-13 DATE 06.24.04

DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM
FOR JOINT SERVICES UNDER A MUNICIPAL
NPDES SEPARATE STORM SEWER PERMIT

This Agreement is entered into on June 15, 2004 between the City of Gresham, Oregon (City) and Multnomah County, Oregon (County).

RECITALS

WHEREAS, the goal of this intergovernmental agreement is to continue to comply with existing federal and state National Pollutant Discharge Elimination System (NPDES) rules and regulations; and

WHEREAS, the Board of County Commissioners and the Gresham City Council both recognize the need to identify and control pollutants entering the municipal separate storm sewer systems (MS4) through the application of best management practices established and implemented through the jurisdiction of local units of government; and

WHEREAS, it has been determined that urban stormwater runoff is a carrier of pollutants into our rivers and streams; and

WHEREAS, the existing federal and state NPDES rules and regulations require that each operator of a municipal separate storm sewer system within Gresham city limits and the urbanized areas of unincorporated Multnomah County must comply with the five-year NPDES stormwater permit issued by Oregon Department of Environmental Quality March 2, 2004; and

WHEREAS, the Permit requires that co-permittees "Control through interagency agreements among the co-permittees the contribution of pollutants from one portion of the municipal system to another portion of the municipal system"; and

WHEREAS, compliance with the Permit and implementation of the stormwater management plan are deemed to be compliance with the requirement to reduce the discharge of pollutants from the MS4 to the maximum extent practicable; and

WHEREAS, the County continues to own and operate a portion of the municipal separate storm sewer system within the Gresham Urban Services Boundary; and

WHEREAS, the City and County are authorized to implement a stormwater management program to reduce the contribution of pollutants in stormwater to the maximum extent practicable and to discharge stormwater to public waters in conformance with the requirements and conditions set forth in the municipal permit conditions issued by Oregon DEQ March 2, 2004 for a five year term; and

WHEREAS, water quality needs the development of a consistent and comprehensive stormwater quality management plan that satisfies federal NPDES stormwater requirements that can best be realized by co-compliance between the County and the City within the Urban Services Boundary; and

WHEREAS, it is necessary to provide a basis for defining the co-permittees' primary intentions and relationships, responsibilities and obligations under the municipal NPDES Permit; and

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by each co-permittee in meeting the requirements of the municipal NPDES permit.

NOW THEREFORE, the parties agree to the following:

1. GENERAL PROVISIONS

A) The County and the City are co-permittees to a five-year municipal MS4 NPDES permit (the Permit) as provided in 40 CFR Section 122.26; and permitted by Oregon DEQ Municipal NPDES Permit #101315 dated March 2, 2004.

B) Each co-permittee is responsible for complying with Permit conditions relating to stormwater discharges from those parts of the MS4 they continue to operate or own. Neither co-permittee is responsible for the other co-permittee's non-compliance of the Permit.

C) Each co-permittee complies with Permit requirements and implements their stormwater management plan in order to control to the maximum extent practicable the contribution of pollutants from one portion of the municipal system to another portion of the municipal system.

2. SCOPE OF COUNTY SERVICES

A) The County shall work cooperatively with the City and its representatives in developing procedures to ensure effective coordination.

B) Based on mutual agreement, the County may undertake tasks to assist with co-permittee compliance activities.

C) The County shall be responsible for implementing the County Best Management Practices which are the Storm Water Management Plan as described in the NPDES permit co-application submitted to Oregon DEQ, or its updates.

D) The County shall be responsible for the portion of the system-wide annual report to Oregon Department of Environmental Quality applicable to the County, and shall provide the report to the City within a reasonable time for inclusion in the system-wide annual report.

3. SCOPE OF CITY SERVICES

A) The City of Gresham shall provide, or shall contract to provide, or shall lead a joint effort to contract for the following services to Multnomah County with regard to the NPDES Municipal Separate Storm Sewer System (MS4) permit for the County's MS4 within the Gresham Urban Services Boundary:

- 1) Compile and summarize water quality data required for the NPDES Permit

including but not limited to Minimum Monitoring and Reporting Requirements as described in Schedule B of the Permit or any subsequent modifications to the Permit.

2) Based on mutual agreement, the City may undertake tasks to assist with additional co-permittee compliance activities.

B) The City shall assume the lead role with regard to the Permit and implementation of the Stormwater Management Program in the following manner.

1) The City will initiate programmatic discussions with the Oregon DEQ as needed to facilitate implementation of the NPDES Permit requirements that apply to the entire Permit boundary.

2) Coordinate and manage the co-permittee process as necessary to ensure a timely and responsive submittal of the annual report as required by the permit.

3) Prepare and submit the annual report for the NPDES Permit requirements so as to include the County operated municipal separate storm sewer system within the Gresham Urban Services Boundary.

4 COMPENSATION

The County shall pay the City for work invoiced under this Agreement after the effective date as set out below. Likewise, the City shall pay the County for activities that the County conducts on the City's behalf, by mutual consent. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. Work will include costs incurred related to management and coordination of the co-permittee process between the City and the County.

The total payment for the work shall not exceed \$25, 000.00 for the five-year term of this Agreement, except by mutual agreement.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective upon execution and shall terminate as of June 30, 2009.

6. BILLING AND PAYMENT PROCEDURE

The City's billing and Multnomah County's payment procedures shall be as set out below.

In July, the City and the County shall submit invoices for work performed during the previous fiscal year. Each invoice shall include the amount due and shall include sufficient information to enable the parties to identify the service or product being invoiced as needed to satisfy fiscal requirements.

Invoiced payments that are payable to the City of Gresham are due within 60 days of the invoice date. Payments to Gresham shall be made payable to the City of Gresham, and mailed to City of Gresham, Financial Services Division, 1333 NW Eastman Parkway, Gresham, Oregon, 97030.

If a payment is not received within sixty (60) days of the invoice date, interest of 1.5% per month (18% per annum) may be assessed against the entire delinquent balance. The past-due invoice may be subject to the City of Gresham's collection policy and may be submitted to a collection agency for further action.

7. EARLY TERMINATION OF THE AGREEMENT

- A) The City and the County, by mutual written agreement, may terminate this Agreement at any time.
- B) Either party may terminate this agreement by giving 90 day written notice to the party.
- B) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party 's intent to terminate. If the party has not cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. MODIFICATION OF AGREEMENT

The City and County, by mutual written agreement, may modify this Agreement at any time.

9. INDEMNIFICATION

To the extent permitted by the Oregon Tort Claims Act, Gresham agrees to indemnify, defend, and hold harmless Multnomah County from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of Gresham and its officers, employees, and agents in performance of this intergovernmental agreement. To the extent permitted by the Oregon Tort Claims Act, Multnomah County agrees to indemnify, defend, and hold harmless Gresham from any claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of Multnomah County and its officers, employees, and agents in performance of this intergovernmental agreement

10. DISPUTE RESOLUTION

If disputes arise under this Agreement the parties agree to negotiate in good faith to resolve the disputes in a cost effective manner. If the parties cannot resolve the dispute by negotiation, the parties agree to submit the dispute to mediation before a mediator agreed upon by the parties. If the parties cannot agree upon a mediator, either party may ask the Presiding Judge in Multnomah County Circuit Court to designate a neutral mediator. That

designation shall be binding upon the parties. Regardless of the outcome of the mediation, the parties shall share the costs of the mediator equally. If mediation fails to resolve the dispute, the parties may agree to submit the dispute to arbitration, or either party may initiate litigation in an appropriate court to resolve the dispute.

11. FUNDS

The County certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

12. NON-APPROPRIATION CLAUSE

This agreement is subject to future appropriations by any future City Council or Board of County Commissioners.

13. ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

14. SEVERABILITY

If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

15. ACCESS TO RECORDS

The City shall maintain fiscal records and all other records pertinent to this Agreement. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records as shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. The County's authorized representatives shall have the right to direct access to all such records related to this Agreement for the purpose of examination in connection with any billing submitted to the County.

CITY OF GRESHAM

By: Charles Becker
Charles Becker, Mayor

Date: 6-16-04

By: _____
Gary Blackmer, Auditor

Date: _____

Reviewed:

Approved as to Form

Susan Bischoff, City Attorney for
City of Gresham

By

Dan R. R.

Date:

6/2/04

MULTNOMAH COUNTY

By:

Diane Linn
Diane Linn, Chair

Date: 06.24.04

By:

Cecilia Johnson
Cecilia Johnson, Director, Department of
Business and Community Services

Date:

6/22/04

Reviewed:

Approved as to Form

Agnes Sowle, County Attorney for Multnomah
County, Oregon

By

Sandra Duffy
Sandra Duffy
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-13 DATE 06.24.04

DEBORAH L. BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: C-14

Est. Start Time: 9:30 AM

Date Submitted: 06/16/04

Requested Date: 06/24/04

Time Requested: N/A

Department: DCHS

Division: MHASD

Contact/s: Jean Dentinger

Phone: (503) 988-5464

Ext.: 27297

I/O Address: 166/5

Presenters: Consent Calendar

Agenda Title: ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Requesting approval of designees. The Mental Health and Addiction Services Division is recommending approval of the designees in the accordance with ORS 426.215
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director Designee Custody. This certification allows the designee to direct a police officer or secure transportation provider to take into custody any individual with mental health issues who is found to be dangerous to self or to others. Police then transport the individual to a hospital or other approved treatment facility for further evaluation. As agencies experience staffing turnover or increases, new staff need to be trained and certified as designees.
3. **Explain the fiscal impact (current year and ongoing).**
None

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

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

In accordance with ORS 426.215

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

None.

Required Signatures:

Department/Agency Director: _____

Date: 06/09/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

- 1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
- 2. Added to the list of designees are:

Anthony LeFevour
Steve Herzberg
Michael S. Howard
Jennifer Gomoll

Patti Williamson
Michael T. Walker
Joshuah Pursley
Sue Krayner

Sydney McKay
Matt Schiff
Rowan Chinnock
Greg Borders

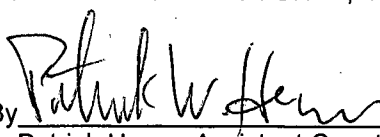
ADOPTED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 04-089

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

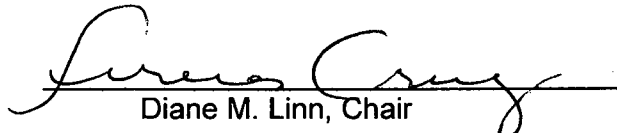
Anthony LeFevour
Steve Herzberg
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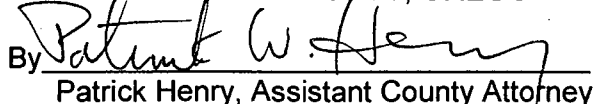
ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #: 04_DCJ_BCC_13

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-15 DATE 06-24-04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: June 24, 2004
Agenda Item #: C-15
Est. Start Time: 9:30 AM
Date Submitted: 06/03/04

Requested Date: June 24, 2004

Time Requested: N/A

Department: Community Justice

Division: Juvenile Services Division

Contact/s: Shaun Coldwell

Phone: 503 988-3961

Ext.: 83961

I/O Address: 503/250

Presenters: Consent Calendar

Agenda Title: Budget Modification 04_DCJ_BCC_13 Appropriating \$10,467 Oregon Youth Authority (OYA) Revenue for Assisting with the State's Implementation of the Juvenile Justice Information System (JJIS)

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Department of Community Justice (DCJ) requests approval of a budget modification to add \$10,467 new OYA State revenue to the Juvenile Division's Federal/State Fund.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Oregon Youth Authority (OYA) has requested assistance from the Department of Community Justice (DCJ) to help coordinate the implementation of a new module in the statewide Juvenile Justice Information System (JJIS). JJIS is a statewide system used by OYA and the 36 Oregon counties, including Multnomah County Juvenile Services Division (JSD). A new Case Plan Module, for use as a statewide case management tool, is being added to the system. OYA is the first agency to implement this feature. In the near future, Multnomah County's Juvenile Services

Division will need to decide whether to use this feature. Collaboration with the implementation will help JSD with decision making and will give Multnomah County the opportunity to tailor OYA's module to function more efficiently with Multnomah County business practices.

DCJ's collaboration includes the loan of a Juvenile Counselor for the total 6 months of the project, 2 ½ months in FY 2004 and 3 ½ months in FY 2005. The Juvenile Counselor currently works on the Juvenile Business Integration Support Team. The regular tasks performed by the counselor either will be dispersed among team members or placed on hold until the counselor completes the implementation responsibilities.

The project will include extensive traveling by the Counselor and frequent work at OYA sites and secure facilities. Under terms of the agreement, DCJ and OYA will share personnel and travel costs. OYA also will provide the laptop computer and all equipment needed by the counselor for this project.

3. **Explain the fiscal impact (current year and ongoing).** The \$10,467 of OYA revenue covers 2 ½ months' expense for the employee loan in FY 2004. The JJIS implementation is expected to last 6 months, resulting in a 3 ½ month crossover into FY 2005. The estimated revenue from OYA for that 3 ½ month period equals \$13,628 plus additional revenue to cover indirect and internal HR and Finance Operations reimbursement.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** The Federal/State Revenue for FY 2004 is being increased by \$10,467 to cover OYA's share of the DCJ juvenile counselor loan to the JJIS implementation project.
- ❖ **What budgets are increased/decreased?** The Federal/State budget for FY 2004 Juvenile Services Division is being increased by \$10,467.
- ❖ **What do the changes accomplish?** The state revenue covers partial personnel and travel costs for the loaned employee and supports the implementation of the state-wide JJIS system.
- ❖ **Do any personnel actions result from this budget modification? Explain.** The juvenile counselor loaned to the State will be paid lead pay, an additional 6.8% of base salary, to reflect the added responsibilities during the JJIS implementation.
- ❖ **Is the revenue one-time-only in nature?** Yes. There is no impact to ongoing programs.
- ❖ **If a grant, what period does the grant cover?** Not applicable.
- ❖ **When the grant expires, what are funding plans?** Not applicable.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues. N/A
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 06/03/04

Budget Analyst

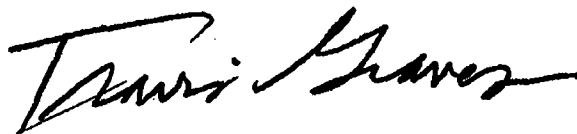
By:



Date: 06/03/04

Dept/Countywide HR

By:



Date: 06/03/04

Budget Modification: 04_DCJ_BCC_13

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1								0			OYA JJIS Revenue, JCC Lead 2 1/2 Mos.
2								0			
3	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60000	42,381	37,078	(5,303)		Decr Perm, xfr out 0.10 FTE to OYA funding.
4	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60120	0	361	361		Incr Premium, 50% Lead Pay 2 1/2 mos.
5	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60130	10,625	9,562	(1,063)		Decr Sal-Rel, net xfr out 0.10 FTE, add Lead Pay.
6	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60140	12,593	12,954	361		Decr Ins, net xfr out 0.10 FTE, add Lead Pay.
7	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60260	0	5,519	5,519		Incr Educ/Training, overnight stays, site visits.
8	50-50	1000			ITAX.DCJ.JCJ.EARLY INTER	60270	0	125	125		Incr Local Travel, C.O.E. \$50/mo. X 2 1/2 mos.
9								0		0	Total ITAX.DCJ.JCJ.EARLY INTER
10	50-50	23180			CJ007.OYA.JJIS	60000	0	5,303	5,303		Incr Perm, xfr in 0.10 FTE from ITAX.
11	50-50	23180			CJ007.OYA.JJIS	60120	0	361	361		Incr Premium, 50% Lead Pay 2 1/2 mos.
12	50-50	23180			CJ007.OYA.JJIS	60130	0	1,624	1,624		Incr Sal-Rel, net xfr in 0.10 FTE, add Lead Pay.
13	50-50	23180			CJ007.OYA.JJIS	60140	0	1,107	1,107		Incr Ins, net xfr in 0.10 FTE, add Lead Pay.
14	50-50	23180			CJ007.OYA.JJIS	60270	0	1,364	1,364		Incr Local Travel, per diem & mileage reimb.
15	50-50	23180			CJ007.OYA.JJIS	60350	0	198	198		Incr Central Indirect, \$9759 x 2.03%.
16	50-50	23180			CJ007.OYA.JJIS	60350	0	510	510		Incr Dept Indirect, \$9759 x 5.23%.
17										10,467	Total CJ007.OYA.JJIS
18	50-50	23180			CJ007.OYA.JJIS	50180	0	(10,467)	(10,467)	(10,467)	Total CJ007.OYA.JJIS revenue increase
19	70-01	3500		705210		60330		44	44	44	Offsetting Insurance expense
20	70-01	3500		705210		50316		(44)	(44)	(44)	Insurance revenue
21	50-00	1000		509600		60170	8,933	9,443	510	510	Incr Prof Svc by Dept Indirect
22	50-00	1000		509600		50370	1,015,287	1,014,777	(510)	(510)	Dept Indirect revenue
23	19	1000		9500001000		50310		(198)	(198)	(198)	Central Indirect reimb revenue in GF
24	19	1000		9500001000		60470		198	198	198	CGF Contingency expenditure
25								0			
26								0			
27								0			
28								0			
29								0			
								0		0	Total - Page 1
								0		0	GRAND TOTAL

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: UC-2

Est. Start Time: 9:30 AM

Date Submitted: 06/23/04

Requested Date: June 24, 2004

Time Requested: 10 minutes

Department: Non-Departmental

Division: County Attorney

Contact/s: Matt Ryan

Phone: 503 988-3138

Ext.: 83138

I/O Address: 503/500

Presenters: Matt Ryan

Agenda Title: Resolution Approving the Quitclaim of the County's Interest in Certain Real Property to Janus Youth; Accepting the Conveyance of Real Property and Reconveying the Real Property to Janus Youth Program, Inc.

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

We are requesting the Board approve the quitclaim of all the County's interest in real property located at 2036 SE Taylor to Janis Youth Program, Inc. The County will receive title to another property located at 7632 SE Flavel and convey to Janis the SE Flavel property with the identical reserved interest it held on the SE Taylor property.

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

In 1997 the County donated real property at 2036 SE Taylor to Janis Youth Program, Inc. The deed to Janis reserved for the County's benefit certain rights of control over Janis' use of the property for purposes consistent with ORS 271.230(2). ORS 271.330(2) allows for real property to be donated if it is used for the following purposes:

- A. Low income housing;

- B. Social services; or
- C. Child care services.

In essence all these purposes are viewed as accomplishing public service needs and benefits.

The 1997 deed specifically provided as follows:

"Grantee is to use said real property conveyed herein solely for the purposes set forth in ORS 271.330(2) or, in the event that Grantee shall sell or exchange said real property or a portion thereof, the proceed of such sale or fair market value of said real property or portion thereof exchanged shall be used solely and within one year from such sale or exchange to acquire real property to be used solely for the purposes set forth in ORS 271.330(2). In the event that Grantee shall use the said real property conveyed herein for purposes other than those set forth in ORS 271.330(2) or shall cease being a nonprofit corporation, title to the said real property conveyed herein or any portion thereof held by Grantee at the time of such event shall revert to Grantor."

To summarize, the County's reserved power is to control the use of the property and any proceeds from the sale of the property or the exchange of the property.

Janis now proposes to exchange the SE Taylor property for a similar lot located at 7632 SE Flavel. There will be a cash exchange of approximately \$30,000.00, which will be used for improvements at the SE Flavel property. The proposed exchange will involve the County as follows:

- A. County quitclaims its interest in Taylor property to Janis.
- B. County accepts conveyance of Flavel property.
- C. County conveys Flavel property to Janis, with the same reservation originally imposed on Taylor Street property now imposed on Flavel property.

This outcome is consistent with the County's original intent and preserves the continuation of the public services use of the property. It also appears that the Flavel Street property has had heating oil tank decommission which was successfully completed.

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

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?

- ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

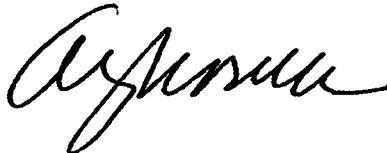
4. Explain any legal and/or policy issues involved.

See Number 2 above.

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

See Number 2 above.

Required Signatures:



Department/Agency Director: _____

Date: 06/23/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BOGSTAD Deborah L

From: STEWART Melissa A
Sent: Wednesday, June 23, 2004 1:15 PM
To: #ALL CHAIR'S OFFICE; #ALL DISTRICT 1; #ALL DISTRICT 2; #ALL DISTRICT 3;
#ALL DISTRICT 4
Cc: RYAN Matthew O; BOGSTAD Deborah L; KINOSHITA Carol
Subject: FW: Unanimous Consent Agenda Item Re Janus Youth Program URGENT

Importance: High



AgendaPlaceme ResolutionFormaQCD-Multco.doc QCD-Selagea.do Quitclm Deed Escrow LTR.doc
tRequest-Janis Yt-Janis Youth-F... (28 KB) c (28 KB) inus.doc (27 KB). (27 KB)

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

From: RYAN Matthew O
Sent: Wednesday, June 23, 2004 11:47 AM
To: STEWART Melissa A
Subject: Unanimous Consent Agenda Item Re Janus Youth Program URGENT

This is to follow up on from Matt Ryan's presentation at the BCC staff Meeting on Monday. Attached are the Resolution and the exhibits to accomplish the exchange of real property between Janus Youth Program, Inc. and a private couple, the Selageas. The property owned by Janus, as reversionary interest for the benefit of the County. Janus must use the property for public use purposes under ORS 271.330(2), or the property reverts back to the County. Further it provides that if the property is sold or exchanged the proceeds of such sale or exchange must be used towards the purchase of property that will be used for those same purposes.

The solution proposed is to have the County quitclaim its interest in the first property and accept the conveyance of the other property from the Selageas, and then reconvey that property to Janus with the reversionary interest imposed for the benefit of the County. This of course will happen through an escrow at Chicago Title. Matt will be presenting this matter before BCC on Thursday, June 24th.

It is crucial this transaction close before July 1 for various reasons, including the tax obligations. A representative of Janus will be there to provide more background on the proposal for the new property. This is further explained in the APR and in the Recitals to the Resolution. Thank you for willingness to consider this last minute item.

Matthew O. Ryan
Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Quitclaim of the County's Interest in Certain Real Property to Janus Youth; Accepting the Conveyance of Real Property and Reconveying the Real Property to Janus Youth Program, Inc.

The Multnomah County Board of Commissioners Finds:

- a. In 1997 the County donated and conveyed to Janus Youth Program, Inc., an Oregon non-profit corporation certain real property located at 2036 SE Taylor (Taylor street property), more particularly described as:

Lot 1, Block 6, Central Park Addition To East Portland in City of Portland, Multnomah County, Oregon;

- b. The 1997 deed to Janus contained a reservation of rights to ensure its use for purposes authorized under ORS 271.330(2), which are one or more of the following: "(A) Low income housing; (B) Social Services; or (C) Child care services".
- c. The 1997 deed also provides that if the property is sold or exchanged, any proceeds must be used to acquire other property subject to the same reservation of rights for public purposes.
- d. Janus wishes to exchange the Taylor Street property for property located at 7632 SE Flavel in Portland owned by Teofil and Cornleia Selagea. (The legal description for the Flavel Street property is provided in the attached Exhibits B and C). The Flavel Street property is larger and will allow for Janus to expand their services at the site. Any proceeds Janus receives in the exchange will be used towards the remodeling of the Flavel Street property.
- e. In order to accomplish the property exchange in a manner consistent with the terms of the 1997 deed, Janus has requested that the County:
- (1) Execute the quitclaim deed attached as Exhibit A to Janus releasing the County's interest in the Taylor Street property;
 - (2) Accept conveyance of the Flavel Street property as attached in Exhibit B; and
 - (3) Reconvey the Flavel Street property to Janus subject to a reservation of rights consistent with the 1997 deed as described in the attached Exhibit C.

- f. The County has received confirmation that on December 10, 2003 an existing oil tank on the Flavel Street property was decommissioned by the State DEQ.
- g. The proposed transactions further the public's interest by ensuring the continuation of public services authorized under ORS 271.330(2) in the community.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to execute a Quitclaim Deed of the Taylor Street property to Janus Youth Program, Inc substantially conforming to the deed attached as Exhibit A.
2. The Board accepts, on behalf of the County, a Quitclaim deed from Teofil and Cornleia Selagea conveying the Flavel Street property substantially conforming to the deed attached as Exhibit B.
3. The Chair is authorized to execute a Quitclaim Deed reconveying to Janus Youth Program, Inc. the Flavel Street property substantially conforming to the deed attached as Exhibit C.
4. The County Attorney's is authorized to forward the executed documents to the Escrow Agent under a letter of instruction substantially conforming to the letter attached as Exhibit D.

ADOPTED this 24th day of June 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____
Matthew O. Ryan, Assistant County Attorney

CHICAGO TITLE INS. CO. # 5500-39450-SSR
Order No. 286731

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

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232
Tax Acct No. R131578

AFTER RECORDING RETURN TO:

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, GRANTOR, does hereby
remit, release and forever quitclaim unto JANUS YOUTH PROGRAM, INC., an Oregon Non-
Profit Corporation, GRANTEE, all of the GRANTOR's right, title and interest in that certain real
property, described as follows:

Lot 1, Block 6, CENTRAL PARK ADDITION TO EAST PORTLAND, in the City of
Portland, County of Multnomah and State of Oregon;

**This instrument will not allow use of the property described in this instrument in violation of applicable
land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title
to the property should check with the appropriate city or county planning department to verify approved
uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.**

The true consideration for this conveyance stated in terms of dollars is \$ 0. *

*This deed is being given and recorded to release all right title and interest of the GRANTOR in the
subject property including the requirement that the property be used in compliance with ORS
271.330(2) as provided in that certain deed recorded on 4/23/1997 at Recorders Fee No. 97060265
Multnomah County Deed Records. The ORS 271.330(2) use requirements are being imposed against
a like property conveyed to GRANTEE for the benefit of GRANTOR as provided in a certain deed
of even date herewith.

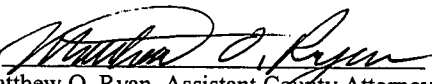
Dated this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
County of Multnomah)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me
personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the
County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT
A

CHICAGO TITLE INS. CO. # 5500-39417-SSR
Order No. 286326

AFTER RECORDING RETURN TO:
Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

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

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

TEOFIL SELAGEA and CORNLEIA SELAGEA, as tenants by the entirety; GRANTOR, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto MULTNOMAH COUNTY, a political subdivision of the State of Oregon; hereinafter called GRANTEE, all of the GRANTOR's right, title and interest in that certain real property, described as follows:

A Part of Lot 19, DELASHMUTT & OATMAN'S LITTLE HOMES SUBDIVISION NO. 2, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of SE Flavel Street, 54 feet West of the East line of said Lot 19, running South parallel with the East line of said Lot 19, a distance of 192.75 feet to a point; thence West parallel with the South line of SE Flavel Street, 58 feet to a point; thence North parallel with the East line of said Lot 19, a distance of 192.75 feet to a point on the South line of SE Flavel Street thence East on said South street line, 58 feet to the place of beginning.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for this conveyance is \$300,000.00.

TEOFIL SELAGEA

CORNLEIA SELAGEA

STATE OF OREGON)
County of Multnomah) ss

This instrument was acknowledged before me on the _____ day of June, 2004, by Teofil Selagea and Cornleia Selagea.

Notary Public for Oregon
My Commission Expires: _____

**MULTNOMAH COUNTY APPROVES THIS CONVEYANCE AND ACCEPTS TITLE TO
THE REAL PROPERTY DESCRIBED HEREIN**

By: _____
Diane M. Linn, Chair
Multnomah County Board of Commissioners

REVIEWED:
Agnes Sowle, County Attorney
Multnomah County, Oregon

By: Matthew O. Ryan
Matthew O. Ryan, Assistant County Attorney

EXHIBIT
B

CHICAGO TITLE INS. CO. # 5500-39417-SSR
Order No. 286326

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

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

AFTER RECORDING RETURN TO:

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, GRANTOR, does hereby remise, release and forever quitclaim unto JANUS YOUTH PROGRAMS, an Oregon Non-Profit Corporation, GRANTEE, all of the GRANTOR's right, title and interest in that certain real property, described as follows:

A Part of Lot 19, DELASHMUTT & OATMAN'S LITTLE HOMES SUBDIVISION NO. 2, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of SE Flavel Street, 54 feet West of the East line of said Lot 19, running South parallel with the East line of said Lot 19, a distance of 192.75 feet to a point; thence West parallel with the South line of SE Flavel Street, 58 feet to a point; thence North parallel with the East line of said Lot 19, a distance of 192.75 feet to a point on the South line of SE Flavel Street thence East on said South street line, 58 feet to the place of beginning.

To have and to hold the same unto GRANTEE and GRANTEE's heirs, successors and assigns forever. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for this conveyance is \$300,000.00, GRANTEE is to use said real property conveyed herein solely for the purposes set forth in ORS 271.330 (2) or, in the event that GRANTEE shall sell or exchange said real property or a portion thereof, the proceeds of such sale or fair market value of said real property or portion thereof exchanged shall be used solely and within one year from such sale or exchange to acquire real property to be used solely for the purposes set forth in ORS 271.330 (2). In the event that GRANTEE shall use the said real property conveyed herein for purposes other than those set forth in ORS 271.330 (2) or shall cease being a non-profit corporation, title to the said real property conveyed herein or any portion thereof held by GRANTEE at the time of such event shall revert to GRANTOR.

Dated this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON)
County of Multnomah) ss
)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT
C



AGNES SOWLE
County Attorney

SCOTT ERIK ASPHAUG
Chief Assistant

EXHIBIT D

OFFICE OF
MULTNOMAH COUNTY ATTORNEY

501 S.E. HAWTHORNE, SUITE 500
PORTLAND, OREGON 97214

FAX 503.988.3377
503.988.3138

MICHELLE A. BELLIA
DAVID N. BLANKFELD
CHRISTOPHER CREAN
SANDRA N. DUFFY
SUSAN DUNAWAY
PATRICK HENRY
KATIE A. LANE
JENNY M. MORF
MATTHEW O. RYAN
KATHRYN A. SHORT
JOHN S. THOMAS
JACQUELINE A. WEBER
Assistants

June 25, 2004

ESCROW INSTRUCTIONS

Chicago Title Insurance
ATTN: Shannon Sodorff
650 NE Holladay St. #125
Portland, Oregon 97232
Telephone: (503) 973-7525
Facsimile: (503) 872-0669

NUMBER OF DEEDS ENCLOSED: 3

GRANTOR:	MULTNOMAH COUNTY
GRANTEES:	MULTNOMAH COUNTY AND JANUS YOUTH PROGRAM, INC.
ESCROW NUMBER:	5500-39450-SSR
LOT 1, LEGAL DESCRIPTION:	Lot 1, Block 6, CENTRAL PARK ADDITION, Portland, Multnomah County, Oregon
SITUS ADDRESS:	2036 SE Taylor St. Portland, Oregon.
LOT 2, LEGAL DESCRIPTION:	See the attached Deeds (Deeds No. 2 & 3) for the Flavel Street Property.
SITUS ADDRESS:	7632 SE Flavel St., Portland, Oregon.

Dear Ms. Sodorff,

On June 24th 2004, the Board of Multnomah County Commissioners approved:

1. The County's conveyance by Quitclaim Deed of Lot 1 to JANUS YOUTH PROGRAM, INC; (DEED NO. 1);
2. The County's Acceptance of the Bargain & Sale Deed to Lot 2 (DEED NO. 2); and
3. The County's conveyance by Bargain & Sale Deed of Lot 2 to JANUS YOUTH PROGRAM, INC, (DEED NO. 3).

The fully endorsed original deeds on the part of the County are enclosed with this letter of instruction.

YOU ARE AUTHORIZED TO RECORD THE ENCLOSED DEEDS ONLY IN THE MANNER THAT PROVIDES FOR THE COUNTY TO BE IN TITLE ON THE FLAVEL STREET PROPERTY AND THE LAWFUL IMPOSITION OF THE RESERVATION INTEREST FOR THE BENEFIT OF THE COUNTY. IN ADDITION, SATISFACTION OF ALL LOCAL, STATE, AND FEDERAL TAX LIENS AND CHARGES MUST BE ESTABLISHED PRIOR TO THE EXECUTION OF THE ENCLOSED DEEDS. IF THE ESCROW FAILS TO CLOSE WITHOUT THE EXECUTION OF THE ENCLOSED DEEDS, THE DEEDS AND ANY COPIES THERE OF SHALL BE RETURNED IMMEDIATELY TO THE COUNTY.

If you have any questions, please contact Matthew O. Ryan at (503) 988-3138.

Enclosures

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-094

Approving the Quitclaim of the County's Interest in Certain Real Property to Janus Youth; Accepting the Conveyance of Real Property and Reconveying the Real Property to Janus Youth Program, Inc.

The Multnomah County Board of Commissioners Finds:

- a. In 1997 the County donated and conveyed to Janus Youth Program, Inc., an Oregon non-profit corporation certain real property located at 2036 SE Taylor (Taylor street property), more particularly described as:

Lot 1, Block 6, Central Park Addition To East Portland in City of Portland, Multnomah County, Oregon;

- b. The 1997 deed to Janus contained a reservation of rights to ensure its use for purposes authorized under ORS 271.330(2), which are one or more of the following: "(A) Low income housing; (B) Social Services; or (C) Child care services".
- c. The 1997 deed also provides that if the property is sold or exchanged, any proceeds must be used to acquire other property subject to the same reservation of rights for public purposes.
- d. Janus wishes to exchange the Taylor Street property for property located at 7632 SE Flavel in Portland owned by Teofil and Cornleia Selagea. (The legal description for the Flavel Street property is provided in the attached Exhibits B and C). The Flavel Street property is larger and will allow for Janus to expand their services at the site. Any proceeds Janus receives in the exchange will be used towards the remodeling of the Flavel Street property.
- e. In order to accomplish the property exchange in a manner consistent with the terms of the 1997 deed, Janus has requested that the County:
- (1) Execute the quitclaim deed attached as Exhibit A to Janus releasing the County's interest in the Taylor Street property;
 - (2) Accept conveyance of the Flavel Street property as attached in Exhibit B; and
 - (3) Reconvey the Flavel Street property to Janus subject to a reservation of rights consistent with the 1997 deed as described in the attached Exhibit C.

- f. The County has received confirmation that on December 10, 2003 an existing oil tank on the Flavel Street property was decommissioned by the State DEQ.
- g. The proposed transactions further the public's interest by ensuring the continuation of public services authorized under ORS 271.330(2) in the community.

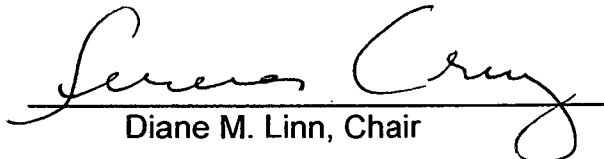
The Multnomah County Board of Commissioners Resolves:

- 1. The County Chair is authorized to execute a Quitclaim Deed of the Taylor Street property to Janus Youth Program, Inc substantially conforming to the deed attached as Exhibit A.
- 2. The Board accepts, on behalf of the County, a Quitclaim deed from Teofil and Cornleia Selagea conveying the Flavel Street property substantially conforming to the deed attached as Exhibit B.
- 3. The Chair is authorized to execute a Quitclaim Deed reconveying to Janus Youth Program, Inc. the Flavel Street property substantially conforming to the deed attached as Exhibit C.
- 4. The County Attorney's is authorized to forward the executed documents to the Escrow Agent under a letter of instruction substantially conforming to the letter attached as Exhibit D.

ADOPTED this 24th day of June 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: 
Matthew O. Ryan, Assistant County Attorney

CHICAGO TITLE INS. CO. # 5500-39450-SSR
Order No. 286731

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

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232
Tax Acct No. R131578

AFTER RECORDING RETURN TO:

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, GRANTOR, does hereby
remise, release and forever quitclaim unto JANUS YOUTH PROGRAM, INC., an Oregon Non-
Profit Corporation, GRANTEE, all of the GRANTOR's right, title and interest in that certain real
property, described as follows:

Lot 1, Block 6, CENTRAL PARK ADDITION TO EAST PORTLAND, in the City of
Portland, County of Multnomah and State of Oregon;

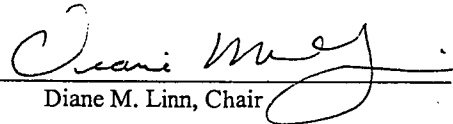
**This instrument will not allow use of the property described in this instrument in violation of applicable
land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title
to the property should check with the appropriate city or county planning department to verify approved
uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.**

The true consideration for this conveyance stated in terms of dollars is \$ 0. *

*This deed is being given and recorded to release all right title and interest of the GRANTOR in the
subject property including the requirement that the property be used in compliance with ORS
271.330(2) as provided in that certain deed recorded on 4/23/1997 at Recorders Fee No. 97060265
Multnomah County Deed Records. The ORS 271.330(2) use requirements are being imposed against
a like property conveyed to GRANTEE for the benefit of GRANTOR as provided in a certain deed
of even date herewith.

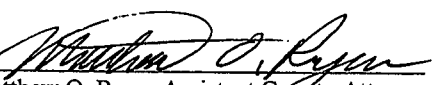
Dated this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
County of Multnomah)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me
personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the
County by authority of the Multnomah County Board of Commissioners.



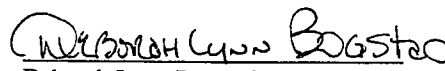

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A

CHICAGO TITLE INS. CO. # 5500-39417-SSR
Order No. 286326

AFTER RECORDING RETURN TO:

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

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

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

TEOFIL SELAGEA and CORNLEIA SELAGEA, as tenants by the entirety; GRANTOR, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto MULTNOMAH COUNTY, a political subdivision of the State of Oregon; hereinafter called GRANTEE, all of the GRANTOR's right, title and interest in that certain real property, described as follows:

A Part of Lot 19, DELASHMUTT & OATMAN'S LITTLE HOMES SUBDIVISION NO. 2, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the South line of SE Flavel Street, 54 feet West of the East line of said Lot 19, running South parallel with the East line of said Lot 19, a distance of 192.75 feet to a point; thence West parallel with the South line of SE Flavel Street, 58 feet to a point; thence North parallel with the East line of said Lot 19, a distance of 192.75 feet to a point on the South line of SE Flavel Street thence East on said South street line, 58 feet to the place of beginning.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for this conveyance is \$300,000.00.

TEOFIL SELAGEA

CORNLEIA SELAGEA

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on the _____ day of June, 2004, by Teofil Selagea and Cornleia Selagea.

Notary Public for Oregon

My Commission Expires: _____

**MULTNOMAH COUNTY APPROVES THIS CONVEYANCE AND ACCEPTS TITLE TO
THE REAL PROPERTY DESCRIBED HEREIN**

By: _____

Diane M. Linn, Chair

Multnomah County Board of Commissioners

REVIEWED:

Agnes Sowle, County Attorney
Multnomah County, Oregon

By: _____

Matthew O. Ryan, Assistant County Attorney

EXHIBIT B

CHICAGO TITLE INS. CO. # 5500-39417-SSR
Order No. 286326

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

AFTER RECORDING RETURN TO:

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

Janus Youth Program
707 Northeast Couch Street
Portland, Oregon 97232

QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, GRANTOR, does hereby remise, release and forever quitclaim unto JANUS YOUTH PROGRAMS, an Oregon Non-Profit Corporation, GRANTEE, all of the GRANTOR's right, title and interest in that certain real property, described as follows:

A Part of Lot 19, DELASHMUTT & OATMAN'S LITTLE HOMES SUBDIVISION NO. 2, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

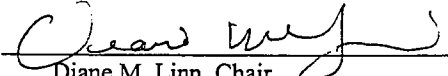
Beginning at a point on the South line of SE Flavel Street, 54 feet West of the East line of said Lot 19, running South parallel with the East line of said Lot 19, a distance of 192.75 feet to a point; thence West parallel with the South line of SE Flavel Street, 58 feet to a point; thence North parallel with the East line of said Lot 19, a distance of 192.75 feet to a point on the South line of SE Flavel Street thence East on said South street line, 58 feet to the place of beginning.

To have and to hold the same unto GRANTEE and GRANTEE's heirs, successors and assigns forever. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

The true consideration for this conveyance is \$300,000.00, GRANTEE is to use said real property conveyed herein solely for the purposes set forth in ORS 271.330 (2) or, in the event that GRANTEE shall sell or exchange said real property or a portion thereof, the proceeds of such sale or fair market value of said real property or portion thereof exchanged shall be used solely and within one year from such sale or exchange to acquire real property to be used solely for the purposes set forth in ORS 271.330 (2). In the event that GRANTEE shall use the said real property conveyed herein for purposes other than those set forth in ORS 271.330 (2) or shall cease being a non-profit corporation, title to the said real property conveyed herein or any portion thereof held by GRANTEE at the time of such event shall revert to GRANTOR.

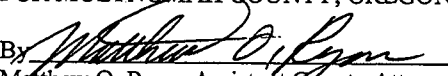
Dated this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

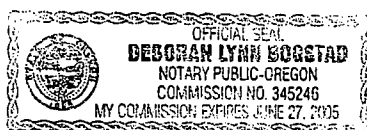
REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

STATE OF OREGON)
) ss
County of Multnomah)

This Deed was acknowledged before me this 24th day of June, 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



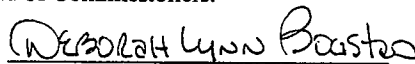

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT C



EXHIBIT D

OFFICE OF
MULTNOMAH COUNTY ATTORNEY

AGNES SOWLE
County Attorney

SCOTT ERIK ASPHAUG
Chief Assistant

501 S.E. HAWTHORNE, SUITE 500
PORTLAND, OREGON 97214

FAX 503.988.3377
503.988.3138

MICHELLE A. BELLIA
DAVID N. BLANKFELD
CHRISTOPHER CREAN
SANDRA N. DUFFY
SUSAN DUNAWAY
PATRICK HENRY
KATIE A. LANE
JENNY M. MORF
MATTHEW O. RYAN
KATHRYN A. SHORT
JOHN S. THOMAS
JACQUELINE A. WEBER
Assistants

June 25, 2004

ESCROW INSTRUCTIONS

Chicago Title Insurance
ATTN: Shannon Sodorff
650 NE Holladay St. #125
Portland, Oregon 97232
Telephone: (503) 973-7525
Facsimile: (503) 872-0669

NUMBER OF DEEDS ENCLOSED: 3

GRANTOR:	MULTNOMAH COUNTY
GRANTEES:	MULTNOMAH COUNTY AND JANUS YOUTH PROGRAM, INC.
ESCROW NUMBER:	5500-39450-SSR
LOT 1, LEGAL DESCRIPTION:	Lot 1, Block 6, CENTRAL PARK ADDITION, Portland, Multnomah County, Oregon
SITUS ADDRESS:	2036 SE Taylor St. Portland, Oregon.
LOT 2, LEGAL DESCRIPTION:	See the attached Deeds (Deeds No. 2 & 3) for the Flavel Street Property.
SITUS ADDRESS:	7632 SE Flavel St., Portland, Oregon.

Dear Ms. Sodorff,

On June 24th 2004, the Board of Multnomah County Commissioners approved:

1. The County's conveyance by Quitclaim Deed of Lot 1 to JANUS YOUTH PROGRAM, INC; (DEED NO. 1);
2. The County's Acceptance of the Bargain & Sale Deed to Lot 2 (DEED NO. 2); and
3. The County's conveyance by Bargain & Sale Deed of Lot 2 to JANUS YOUTH PROGRAM, INC, (DEED NO. 3).

The fully endorsed original deeds on the part of the County are enclosed with this letter of instruction.

YOU ARE AUTHORIZED TO RECORD THE ENCLOSED DEEDS ONLY IN THE MANNER THAT PROVIDES FOR THE COUNTY TO BE IN TITLE ON THE FLAVEL STREET PROPERTY AND THE LAWFUL IMPOSITION OF THE RESERVATION INTEREST FOR THE BENEFIT OF THE COUNTY. IN ADDITION, SATISFACTION OF ALL LOCAL, STATE, AND FEDERAL TAX LIENS AND CHARGES MUST BE ESTABLISHED PRIOR TO THE EXECUTION OF THE ENCLOSED DEEDS. IF THE ESCROW FAILS TO CLOSE WITHOUT THE EXECUTION OF THE ENCLOSED DEEDS, THE DEEDS AND ANY COPIES THERE OF SHALL BE RETURNED IMMEDIATELY TO THE COUNTY.

If you have any questions, please contact Matthew O. Ryan at (503) 988-3138.

Enclosures

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-091

Approving a Lease of Property Located at 150 West Powell Boulevard, Gresham, Oregon from the City of Gresham for Use by State District Courts and District Attorney Support Staff

The Multnomah County Board of Commissioners Finds:

- a. Property located at 150 West Powell Boulevard, Gresham, Oregon, (Property) has been identified as being necessary for use by the State District Courts and County District Attorney for operation of a Circuit Court and related offices, and office space for the District Attorney.
- b. The attached lease has been negotiated with the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

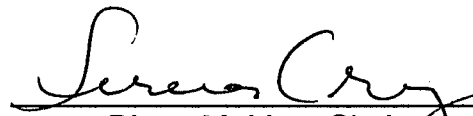
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 24th day of June, 2004.




BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

LEASE

Date: _____, 2004

Between: Multnomah County, Oregon ("Tenant")
Facilities and Property Management
Attn: Asset Management-Leases
401 N. Dixon Street
Portland, OR 97227
Phone: 503-988-3322
FAX: 503-988-5082

And: City of Gresham ("Landlord")
1333 NW Eastman Parkway
Gresham, OR 97030

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 6,200 square feet of space, as shown in Exhibit "A" of this Lease, in the building located at 150 W Powell Boulevard, Gresham, Oregon.

Landlord shall operate and maintain a Common Area as shown on the attached Exhibit "A" for its intended purposes in such manner as Landlord's sole discretion shall deem appropriate and may from time to time change the size, location, nature and use of the Common Area and make installations thereon and remove same; provided unless required by law or due to some other reason outside the control of Landlord, Landlord agrees not to materially change the size, location, nature or use of the Common Area without the prior written consent of Tenant, such consent not to be unreasonably withheld or delayed. Tenant and Tenant's employees, agents, representatives and invitees shall have the non-exclusive right to use the Common Area as designated by Landlord, subject to such reasonable rules and regulations as Landlord may impose. Landlord may at any time temporarily close the Common Area to make repairs or changes.

and may do such other acts in and to the Common Area as in its judgment may be desirable.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence July 1, 2004 and continue through June 30, 2006, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on July 1, 2004.

1.3 Renewal Option. If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of one (1) year, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this Lease. Rent for a renewal term shall be the greater of (a) the monthly rental during the last month of the original term or (b) the monthly rental during the last month of the original term increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor, U.S. Consumer Price Index for U.S City Average (Urban Consumer Portland). If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used. The percentage change shall be determined by comparison of the index figures for January 1, 2004 and January 1, 2006.

1.4 Existing Lease. The Lease dated January 22, 1980, as amended, pursuant to which the term is subject to automatic annual renewal until notice of termination, is superceded and replaced by this Lease.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as **base rent the sum of \$ 2,900.00 per month.** Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

2.2 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for operation of a Circuit Court and related offices and office space for the District Attorney's Office and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees and clientele shall have the non-exclusive use of parking spaces in the parking lots at the structure in which the Premises are located.

3.5 Veterans' Organizations. Tenant agrees to allow veterans to use the premises in accordance with the provisions of the "Veterans Memorial Agreement" dated December 14, 1979, between Landlord and three veterans' organizations. Such Agreement is marked "Exhibit B" attached to this lease and incorporated herein by reference.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining

required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection

is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

5.2 Alterations Required. No improvements or alterations are required prior to Tenants right to possession .

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on

account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

6.3 Insurance Documentation; Self-insurance. Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

6.4 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 Exemption from Real Property Taxes. Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premeises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>10%</u>	<u>90%</u>
Sewer	<u>10%</u>	<u>90%</u>
Stormwater	<u>10%</u>	<u>90%</u>
Electricity	<u>10%</u>	<u>90%</u>
Gas	<u>—</u>	<u>X</u>
Trash Removal	<u>—</u>	<u>X</u>
Janitorial Service	<u>X</u>	<u>—</u>
Janitorial Supplies	<u>X</u>	<u>—</u>
Window Washing (Exterior)	<u>X</u>	<u>—</u>
Window Washing (Interior)	<u>—</u>	<u>X</u>
Snow and Ice Removal	<u>—</u>	<u>X</u>

8.2 Payment of Utilities. Water, Sewer, Stormwater and Electricity utilities shall be billed to Landlord. Landlord shall invoice Tenant for Tenant's share of utilities on a regular basis. Invoices shall include copies of the utility bills paid by

Landlord. Invoiced payments are payable to the City of Gresham and are due within thirty (30) days of the invoice date. Payments shall be mailed to the City of Gresham, Financial Services Division, 1333 NW Eastman Parkway, Gresham, Oregon, 97030. Tenant shall continue to pay Gas and Trash Removal directly to the vendor.

8.3 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the

Page 9 of 15

lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

10.3 Oregon Tort Claims Act. Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements at the date of execution of the Lease for occupancy by Tenant, for the permitted uses under this Lease, and to the extent enforceable at the date of execution of this lease, meet the requirements of the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default. In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.


16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Early Termination. Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.

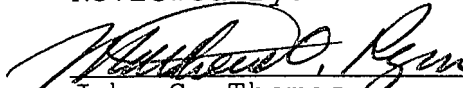
Landlord:
City of Gresham, Oregon

Tenant:
Multnomah County, Oregon


By: City Manager


By: Diane M. Linn, County
Chair

Reviewed By:


John S. Thomas
Assistant County Attorney for Multnomah County

Date 6/24/04

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # B-4 DATE 06-24-04
DEBORAH L. BOGSTAD, BOARD CLERK

Approve as to Form

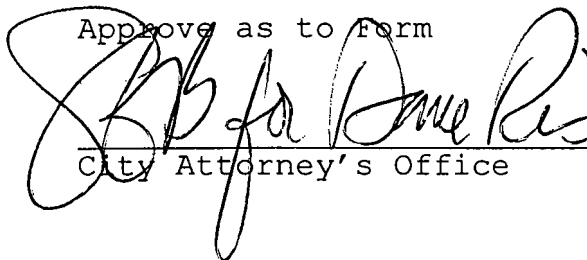
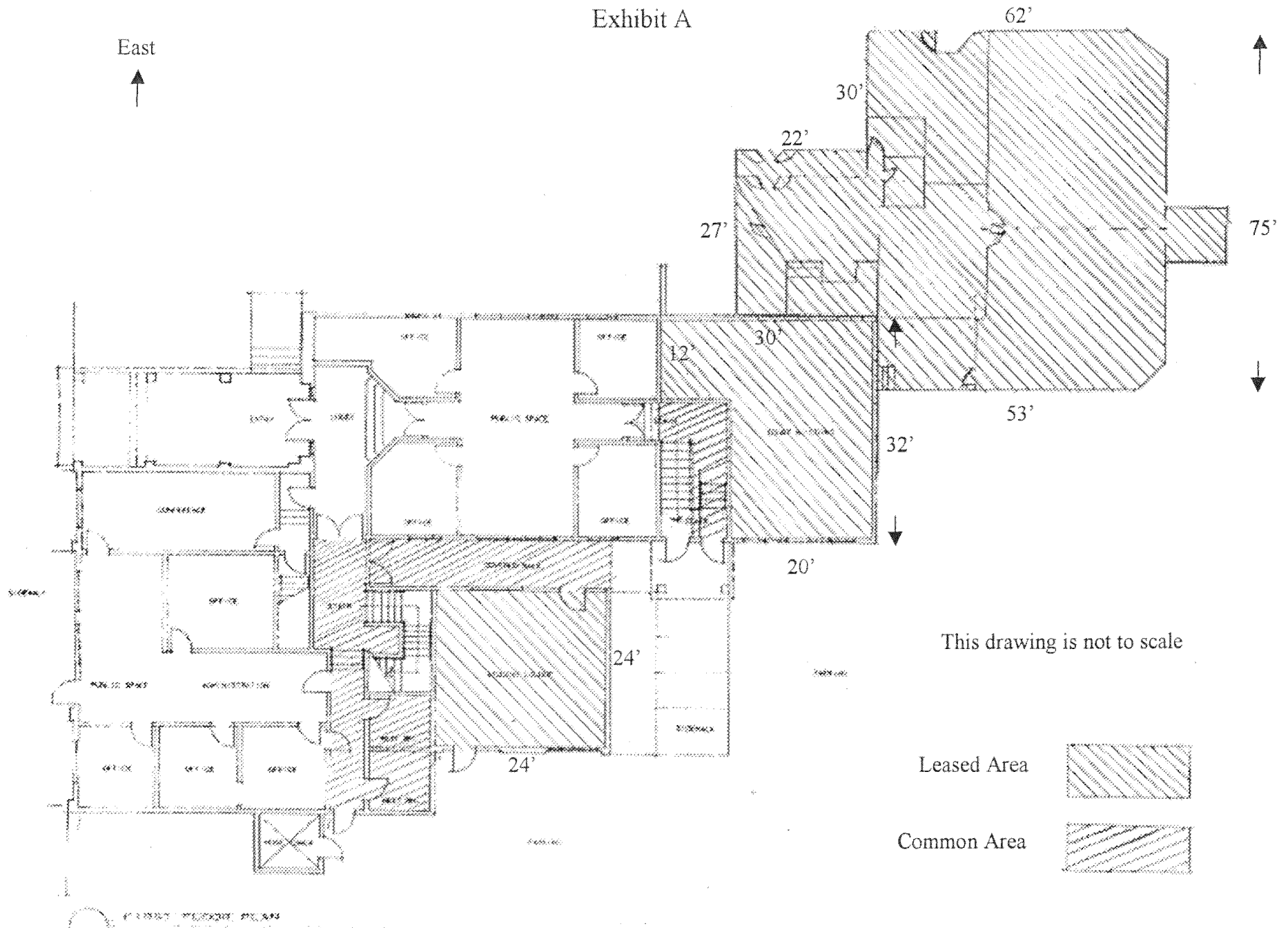

City Attorney's Office

Exhibit A



VETERANS MEMORIAL AGREEMENT

This Agreement is made December 14, 1979, between the City of Gresham, an Oregon municipal corporation (City) and American Legion Post 30, Veterans of Foreign Wars Post 4032, Prisoners of War Mt. Hood Chapter, Disabled Veterans Chapter 28 and Veterans of World War I (Veterans), who agree as follows:

INTRODUCTION

A. City is the owner of real property described as Tax Lots 90, 100, 101 and 445, Section 10, T1S, R3E, Gresham, Multnomah County, Oregon, which is generally described as the Old Gresham City Hall/Veterans Memorial Hall, located at 150 West Powell, Gresham, Oregon (Premises).

B. On July 23, 1951, City entered into an agreement with the Veterans Memorial Community Center, Inc., an Oregon corporation, whereby City acquired financial assistance for construction of a city hall in exchange for agreeing to permit veterans organizations to use Premises.

C. City has constructed a new city hall at 1333 N.W. Eastman Avenue, Gresham, Oregon, and no longer uses Premises for a city hall.

D. City wishes to lease Premises at 150 West Powell to Multnomah County and the Gresham Area Chamber of Commerce, and to fulfill its obligations to Veterans.

E. City and Veterans wish to define rights of Veterans to use Premises.

1. The parties agree that the "Veterans Memorial Hall" sign will continue on the side of the building located near the eastern entrance to Premises.

2. Veterans and any other national veterans organization meeting in the City of Gresham shall have the right to use Premises, including the old city council chamber, meeting room, kitchen and restrooms, for up to two meetings for each organization in each calendar month. Veterans of Foreign Wars Post 4032 shall have the right to use Premises for up to three meetings in each calendar month. No rent or other charge shall be made for the use of Premises.

3. Veterans may use the Premises for additional meetings if such use does not conflict with the use of the Premises by City's tenants.

4. Veterans understand that Premises will be used by City's tenants and agree not to interfere with such use at times other than those designated for use by Veterans.

5. Utilities, including electricity, heat, lights and water shall be furnished to Veterans without charge to them.

6. City agrees to furnish 100 chairs and 10 folding tables for use by the Veterans.

7. City agrees to furnish a policy of public liability insurance to cover the use of Premises by Veterans.

8. City agrees to require its tenants to permit Veterans to use the Premises as set forth in this agreement.

9. A schedule of Veterans' present use of the Premises is attached to this agreement and incorporated herein.

AMERICAN LEGION POST 30

By Ray H. McCallister
1st Vice Commander

VETERANS OF FOREIGN WARS POST 4032

By Jack Wise

AMERICAN EX-
PRISONERS OF WAR MT. HOOD CHAPTER

James C. Ray

DISABLED VETERANS CHAPTER 28

By Donald H. Schaefer
Commander

VETERANS OF WORLD WAR I

By Willard H. Reed
Commander

CITY OF GRESHAM

By Al Myers
Mayor

By Burke M. Raymond
City Manager

SCHEDULE OF VETERANS' MONTHLY USE OF
VETERANS MEMORIAL HALL

American Legion Post 30

1st and 3rd Friday, and 2nd Wednesday evening

Veterans of Foreign Wars Post 4032

4th Saturday afternoon

Disabled Veterans Chapter 28

2nd Thursday evening

#1

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

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 06.24.04

SUBJECT: DOGS, CATS, PUPPIES, + KITTENS

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: ROGER TROEN

ADDRESS: 4226 N MONTANA AV.

CITY/STATE/ZIP: PORTLAND OR

PHONE: _____ DAYS: 503/287-7874 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: ENDING THE KILLING

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 6/24/04

SUBJECT: MONTAVILLA LIBRARY

AGENDA NUMBER OR TOPIC:

FOR: AGAINST: THE ABOVE AGENDA ITEM

NAME: Maureen Wright

ADDRESS: 1505 SE Madison St

CITY/STATE/ZIP: Portland OR 97214

PHONE: DAYS: 503 2339383 EVES:

EMAIL: FAX:

SPECIFIC ISSUE: Montavilla Library

WRITTEN TESTIMONY: to follow

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

Testimony

Save Montavilla Library June 24, 2004

Maureen Wright

I wanted to share with you the progress that we have made on our idea to re-open Montavilla Library as a non-profit volunteer run library in service to the public good.

Although Montavilla Neighborhood is the largest sized neighborhood by area and population, Montavilla is under-served and continues to lose public services and benefits.

The neighborhood response is to "do something" good for itself. That "something" is the "Montavilla Library."

Our grass-root idea is to ask for your permission to do something unique and to develop a successful model and prototype. If you will allow Montavilla Library, Montavilla Library is "good enough" for us and perhaps the "best" Montavilla Library for now.

Montavilla Library requests no significant County funds, no Library System funds, no new taxes or new levies.

We support other neighborhoods' needs for libraries and that many of them have already arranged for near-term funding. We are happy for their opportunities.

Montavilla Library is different. A new idea for Multnomah County, Montavilla Library proposes to be an innovative, a cost-effective, modest, and grass-roots, public-private partnership and run by volunteers.

The Montavilla and Mount Tabor Neighborhood Associations and other community members are thankful that the County Chair and Commissioners have allowed us time to develop a long-range plan for your future consideration.

During our initial research, we have found that volunteer-run libraries can be a very wise public contribution to ease the burden of already strained government budgets.

Briefly, the idea behind Montavilla Library is to resurrect that old-fashioned tradition of volunteer run libraries. Of course we admire professional libraries. They are wonderful.

Montavilla Library is not a trophy, or glamorous, or state-of-the-art, or trendy as Library's go. Instead Montavilla Library is exactly what the community, businesses, and residents need.

Montavilla Library is a:

- crime prevention tool
- method to bring people together to end social isolation
- way to help nearby grade and high schools' serve students' research needs

Our idea is to adapt four highly successful examples of volunteer-run private non-profit Libraries in Washington County. Gaston, Cedar Mills, North Plains and Garden Home. Cedar Mills Library is the second busiest Library in Washington County. From its inception, Cedar Mill's intent was eventually to become a part of the County's Library System.

When neighbors know each other, they look out for each other. Montavilla Library is the best and cheapest crime prevention tool for the City, the County and the Neighborhood.

Most of all, Montavilla Library provides a tribute to the legacy of the children and adults of the 1930s Great Depression who sacrificed to build a legacy for future generations to create Montavilla Library in 1934.

Montavilla Library is a solution-oriented approach to the urgent need for essential public services in an under-served and disadvantaged community that continues to lose services at an alarming rate.

Thank you for your consideration.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 06/14/04

Requested Date: June 24, 2004

Time Requested: 15 mins

Department: Non-Departmental

Division: Chair's Office

Contact/s: John Ball / Dave Boyer

Phone: 503.988-3308

Ext.: 83308 / 83903

I/O Address: 503/600

Presenters: Multnomah County Chief Financial Officer Dave Boyer and Bill Gary, Attorney from Harrang/Long/Gary/Rudnick, P.C.

Agenda Title: PERS Challenges Update and Presentation of PERS \$184,483 Settlement Check

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
No Board action, briefing update and check presentation only.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 3. **Explain the fiscal impact (current year and ongoing).**

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

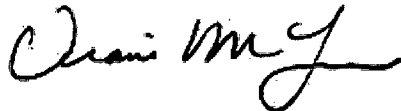
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director: _____



Date: 06/14/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-2

Est. Start Time: 9:45 AM

Date Submitted: 06/16/04

Requested Date: 6/24/2004

Time Requested: 5 Minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Andy Smith

Phone: 503/988-3308

Ext.: 85772

I/O Address: 503/600

Presenters: Andy Smith

Agenda Title: First Reading of a Proposed Ordinance Amending MCC 19.002, Library Board, to Add Two Youth Board Members

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Recommend Board approval of the Ordinance.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** The current Library Board consists of 15 members. This Ordinance increases that number to 17 and includes two youth representative positions (youth between the ages of 13 and 17). Adding two youth members will increase the diversity of Board membership and allow for youth participation in Library policy formation.
 3. **Explain the fiscal impact (current year and ongoing).** No current year/ongoing fiscal impact.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

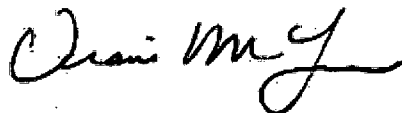
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place. Ordinance language is based on recommendations from the current Library Board.

Required Signatures:

Department/Agency Director: _____



Date: 06/16/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC § 19.002, Library Board, To Add Youth Board Members

(Language stricken is deleted; double underlined language is new.)

Multnomah County Ordains as follows:

MCC 19.002 is amended as follows:

§ 19.002 Library Board.

(A) The library board is hereby created. The board shall consist of ~~15~~ 17 members, including two youth members, to be appointed by the Chair subject to approval by the Board.

(B) Membership Terms.

(1) Generally. The term of office of the board members shall be four years and their terms shall commence on July 1 in the year of their appointment. Of the first 15 board members appointed, three members shall initially hold office for one year, four for two years, four for three years and four for four years. The Chair shall designate the initial individual terms. At the expiration of the term of any members of the library board, the Chair shall appoint a new member or may reappoint a member for the term of four years, subject to Board approval. If a vacancy occurs during a term of office, the Chair shall appoint a new member for the unexpired term, subject to Board approval. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the library board after an interval of one year.

(2) Youth Members. Youth board members must be between the ages of 13 and 17 at the time of their appointment. The term of office of youth board members shall be two years. Of the first youth members appointed, one youth member shall initially hold office for one year. The Chair shall designate the initial individual terms. If a vacancy occurs during a term of office, the Chair shall appoint a new member for the unexpired term, subject to Board

approval. No person shall hold appointment as a youth member for more than one term. Other than the limitations placed herein, youth members share equally in all other powers and responsibilities afforded members of the library board.

FIRST READING:

June 24, 2004

SECOND READING AND ADOPTION:

July 8, 2004

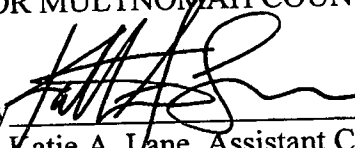
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Katie A. Lane, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-3

Est. Start Time: 9:50 AM

Date Submitted: 06/16/04

Requested Date: June 24, 2004

Time Requested: 10 mins

Department: Non-Departmental

Division: Sheriff & County Chair

Contact/s: Christine Kirk and Delma Farrell

Phone: 503.988.4301

Ext.: 84301

I/O Address: 503/350

Presenters: Sheriff Bernie Giusto and Chair Diane Linn

Agenda Title: PROCLAMATION Proclaiming June 24 to July 1, 2004 a Week in Celebration of the 150th Anniversary of the Multnomah County Sheriff's Office

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approval of the proclamation
2. **Please provide sufficient background information for the Board and the public to understand this issue.** This year marks the 150th year of service for the Multnomah County Sheriff's Office. The Sheriff's Office is rich in history and tradition. In celebrating the rich and long history of this Office, we also visit the rich history of Multnomah County, its development and changes.
3. **Explain the fiscal impact (current year and ongoing).**

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

The majority of expenses, the largest of which being the Sheriff's Ball, are being coordinated by volunteers and are not being funded with public dollars. The Christening

of the boat "Freedom" will come out of the existing Sheriff's Office Budget. The public is invited to attend the christening of this boat and can call 503.988.5551 for more information.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. The christening will include presentations by Senator's Smith and Wyden. Local branches of federal agencies have been invited to the event as well.

Required Signatures:

Department/Agency Director: _____



Date: June 16, 2004

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming June 24 to July 1, 2004 a Week in Celebration of the 150th Anniversary of the Multnomah County Sheriff's Office.

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office began in 1854 under the leadership of Sheriff William McMillen. Over the 150 years since then there have been a total of 37 Multnomah County Sheriffs.
- b. Oregon was admitted into the Union in February of 1859, four years after the creation of the Multnomah County Sheriff's Office.
- c. The history of the Multnomah County Sheriff's Office also tells of the unique history of Oregon and of Multnomah County.
- d. The rich traditions of the Multnomah County Sheriff's Office serve as the foundation of the organization's ethic of service and commitment to the citizens of Multnomah County today.
- e. A 150th Anniversary Badge and logo was created, which through design brings together the past and present of the Sheriff's Office.
- f. The week of celebration will culminate with the christening of the new Multnomah County Sheriff's Office River Patrol boat, "Freedom".

The Multnomah County Board of Commissioners Proclaims:

June 24, 2004 to July 1, 2004 Multnomah County Sheriff's 150th Anniversary week, honoring the Multnomah County Sheriff's Office and celebrating the rich history of protecting and serving the citizens of Multnomah County.

ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS AND SHERIFF
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn,
County Chair

Bernard Giusto,
Sheriff

Maria Rojo de Steffey,
Commissioner District 1

Serena Cruz,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 04-090

Proclaiming June 24 to July 1, 2004 a Week in Celebration of the 150th Anniversary of the Multnomah County Sheriff's Office.

The Multnomah County Board of Commissioners Finds:

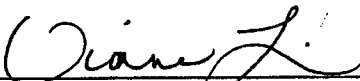
- a. The Multnomah County Sheriff's Office began in 1854 under the leadership of Sheriff William McMillen. Over the 150 years since then there have been a total of 37 Multnomah County Sheriffs.
- b. Oregon was admitted into the Union in February 1859, four years after the creation of the Multnomah County Sheriff's Office.
- c. The history of the Multnomah County Sheriff's Office also tells of the unique history of Oregon and of Multnomah County.
- d. The rich traditions of the Multnomah County Sheriff's Office serve as the foundation of the organization's ethic of service and commitment to the citizens of Multnomah County today.
- e. A 150th Anniversary Badge and logo was created, which through design brings together the past and present of the Sheriff's Office.
- f. The week of celebration will culminate with the christening of the new Multnomah County Sheriff's Office River Patrol boat, "Freedom".

The Multnomah County Board of Commissioners Proclaims:

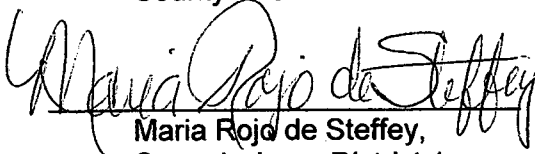
June 24, 2004 to July 1, 2004 Multnomah County Sheriff's 150th Anniversary week, honoring the Multnomah County Sheriff's Office and celebrating the rich history of protecting and serving the citizens of Multnomah County.

ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS AND SHERIFF
FOR MULTNOMAH COUNTY, OREGON



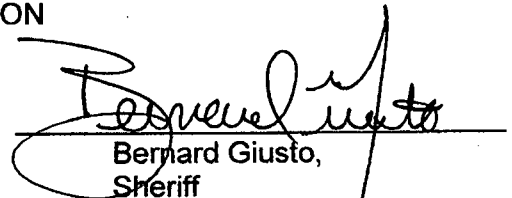
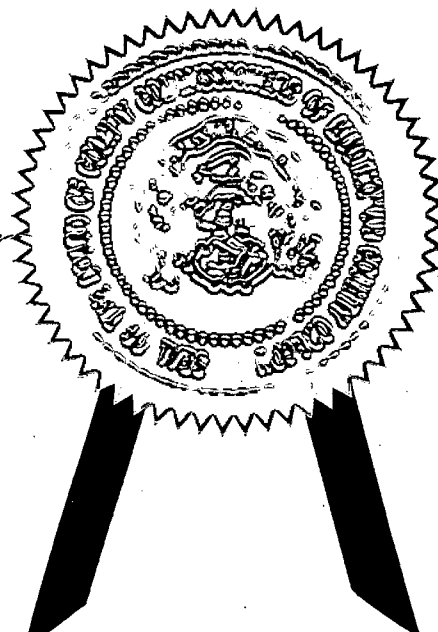
Diane M. Lion,
County Chair



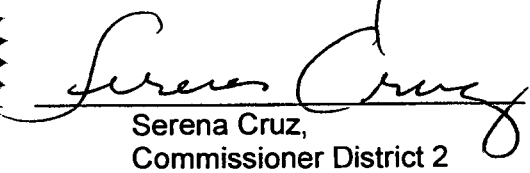
Maria Rojo de Steffey,
Commissioner District 1



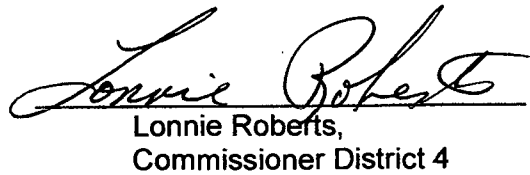
Lisa Naito,
Commissioner District 3



Bernard Giusto,
Sheriff



Serena Cruz,
Commissioner District 2



Lonnie Roberts,
Commissioner District 4

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-4

Est. Start Time: 10:00 AM

Date Submitted: 06/01/04

Requested Date: 6/24/04

Time Requested: 5 minutes

Department: DBCS

Division: FPM

Contact/s: Wanda Yantis, Debra Crawford

Phone: 503-988-4206

Ext.: 84206

I/O Address: 274/FM

Presenters: Debra Crawford

Agenda Title: RESOLUTION Approving a Lease of Property Located at 150 West Powell Boulevard, Gresham, Oregon From City of Gresham For Use by State District Courts and County District Attorney Support staff.

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests the Board review the lease and the resolution approving the lease with City of Gresham for space to be used by the State District Courts and the District Attorney support staff, and authorize the Chair to sign the lease on behalf of the County and to execute renewals to the lease without further Board action.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** The County has had a lease agreement with the City of Gresham since 1980 for space occupied by the State Courts, known as the Gresham District Courts at 150 West Powell in Gresham. The original lease was amended in 2001 with an expiration date of 6/30/02 and then automatically renewed for one year terms since that time, with the next lease expiration due on June 30, 2004. FPM has negotiated with the City of Gresham over the past several months and multiple property

managers for more favorable lease terms to address the deferred maintenance of the building and the high cost to the County for repairs and maintenance. The current lease is only for \$1.00 per year, but the terms require the County to pay all the maintenance and repair costs for the premises, planting & landscaping, and parking lots, as well as the majority of the utility costs. There is deferred maintenance in the building which the County does not have funding to address, and the State Courts must remain in the building until a new East County courthouse is built. The County District Attorney recently moved in three support staff to space in an adjacent area. A new lease is needed so that Gresham could address the maintenance issues and update the premises used by the County. The County and City of Gresham have agreed to create a new lease for two (2) years to commence July 1, 2004, with option to renew for one (1) successive term of one (1) year. The base rent cost per square foot has increased, but is still well below market rents and the lease provides that the City of Gresham will pay for repairs and maintenance to the building. The lease includes payment by the County for gas, trash removal and a proportionate share of utilities as additional rent. The base rent will be fixed over the initial term of the new lease, and with a possible escalation if the renewal option is exercised based upon changes to the Portland CPI-U index.

3. **Explain the fiscal impact (current year and ongoing).** Current base rent is \$1.00 per year plus the County pays for all repairs and maintenance to the building interior and exterior, plus approximately 80% of the utility costs. Additionally, the City of Gresham estimates that to correct deferred maintenance would cost approximately \$21,000. FY2004 County expenses for the building through April total \$22,424 for O&M (including janitorial of \$5761), and \$14,257 for utilities; annualized at approximately \$44,017. Based upon the new lease, ongoing costs for all deferred and ongoing maintenance would be the responsibility of the City of Gresham. The County annual base rent would be approximately \$34,782/year, plus utilities estimated at \$16,000/year, for a total of \$50,782. The lease costs will be prorated between the State Courts budget and the County District Attorney's office.

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

If a budget modification, explain: N/A

- ❖ **What revenue is being changed and why? N/A**
- ❖ **What budgets are increased/decreased? N/A**
- ❖ **What do the changes accomplish? N/A**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
N/A
- ❖ **Is the revenue one-time-only in nature? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
N/A
- ❖ Has this request been made before? When? What was the outcome? N/A

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency? N/A
- ❖ Specify grant requirements and goals. N/A
- ❖ Explain grant funding detail – is this a one time only or long term commitment? N/A
- ❖ What are the estimated filing timelines? N/A
- ❖ If a grant, what period does the grant cover? N/A
- ❖ When the grant expires, what are funding plans? N/A
- ❖ How will the county indirect and departmental overhead costs be covered? N/A

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. Facilities & Property Management has involved the State Courts, District Attorney's Office, and Veterans groups who share use of the building, and has worked closely with the City of Gresham to determine appropriate market rents for this lease and determine solutions to the ongoing repairs and maintenance costs.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/26/04

Budget Analyst

Chyky

By: _____

Date: 06/01/04

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving A Lease Of Property Located At 150 West Powell Boulevard, Gresham, Oregon From City of Gresham For Use by State District Courts and District Attorney Support staff.

The Multnomah County Board of Commissioners Finds:

- a. Property located at 150 West Powell Boulevard, Gresham, Oregon, (Property) has been identified as being necessary for use by the State District Courts and County District Attorney for operation of a Circuit Court and related offices, and office space for the District Attorney.
- b. The attached lease has been negotiated with the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this ____ day of _____, 200__.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Assistant County Attorney

LEASE

Date: _____, 2004

Between: Multnomah County, Oregon ("Tenant")
Facilities and Property Management
Attn: Asset Management-Leases
401 N. Dixon Street
Portland, OR 97227
Phone: 503-988-3322
FAX: 503-988-5082

And: City of Gresham ("Landlord")
1333 NW Eastman Parkway
Gresham, OR 97030

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 6,200 square feet of space, as shown in Exhibit "A" of this Lease, in the building located at 150 W Powell Boulevard, Gresham, Oregon.

Landlord shall operate and maintain a Common Area as shown on the attached Exhibit "A" for its intended purposes in such manner as Landlord's sole discretion shall deem appropriate and may from time to time change the size, location, nature and use of the Common Area and make installations thereon and remove same; provided unless required by law or due to some other reason outside the control of Landlord, Landlord agrees not to materially change the size, location, nature or use of the Common Area without the prior written consent of Tenant, such consent not to be unreasonably withheld or delayed. Tenant and Tenant's employees, agents, representatives and invitees shall have the non-exclusive right to use the Common Area as designated by Landlord, subject to such reasonable rules and regulations as Landlord may impose. Landlord may at any time temporarily close the Common Area to make repairs or changes and may do such other acts in and to the Common Area as in its judgment may be desirable.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence July 1, 2004 and continue through June 30, 2006, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on July 1, 2004.

1.3 Renewal Option. If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of one (1) year, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this Lease. Rent for a renewal term shall be the greater of (a) the monthly rental during the last month of the original term or (b) the monthly rental during the last month of the original term increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor, U.S. Consumer Price Index for U.S City Average (Urban Consumer Portland). If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used. The percentage change shall be determined by comparison of the index figures for January 1, 2004 and January 1, 2006.

1.4 Existing Lease. The Lease dated January 22, 1980, as amended, pursuant to which the term is subject to automatic annual renewal until notice of termination, is superceded and replaced by this Lease.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as **base rent the sum of \$ 2,900.00 per month**. Rent shall be payable on the first day of each month in advance at the

address for Landlord first above stated or at such place as may be designated by Landlord.

2.2 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for operation of a Circuit Court and related offices and office space for the District Attorney's Office and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or

otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees and clientele shall have the non-exclusive use of parking spaces in the parking lots at the structure in which the Premises are located.

3.5 Veterans' Organizations. Tenant agrees to allow veterans to use the premises in accordance with the provisions of the "Veterans Memorial Agreement" dated December 14, 1979, between Landlord and three veterans' organizations. Such Agreement is marked "Exhibit B" attached to this lease and incorporated herein by reference.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing

dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

5.2 Alterations Required. No improvements or alterations are required prior to Tenants right to possession .

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

6.3 Insurance Documentation; Self-insurance. Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

6.4 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property

taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 Exemption from Real Property Taxes. Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premeises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

Utility or Service	Cost Paid By:	
	Landlord	Tenant
Water	10%	90%
Sewer	10%	90%
Stormwater	10%	90%
Electricity	10%	90%
Gas	—	X
Trash Removal	—	X
Janitorial Service	X	—
Janitorial Supplies	X	—
Window Washing (Exterior)	X	—
Window Washing (Interior)	—	X
Snow and Ice Removal	—	X

8.2 Payment of Utilities. Water, Sewer, Stormwater and Electricity utilities shall be billed to Landlord. Landlord shall invoice Tenant for Tenant's share of utilities on a regular basis. Invoices shall include copies of the utility bills paid by Landlord. Invoiced payments are payable to the City of Gresham and are due within thirty (30) days of the invoice date. Payments shall be mailed to the City of Gresham, Financial

Services Division, 1333 NW Eastman Parkway, Gresham, Oregon, 97030. Tenant shall continue to pay Gas and Trash Removal directly to the vendor.

8.3 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

10.3 Oregon Tort Claims Act. Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises

Page 10 of 15 - Lease

and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements at the date of execution of the Lease for occupancy by Tenant, for the permitted uses under this Lease, and to the extent enforceable at the date of execution of this lease, meet the requirements of the Americans With Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.233.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the

default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default. In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage

resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Entry for Inspection. Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.6 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.7 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in

the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Early Termination. Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.


Landlord:
City of Gresham, Oregon

Tenant:
Multnomah County, Oregon

By: City Manager

By: Diane M. Linn, County Chair

Reviewed By:



John S. Thomas
Assistant County Attorney for Multnomah County

Date 6/22/04

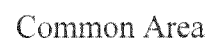
Approved as to Form:

City Attorney's Office

Date _____

East

East



This drawing is not to scale

Leased Area

Common Area

VETERANS MEMORIAL AGREEMENT

This Agreement is made December 14, 1979, between the City of Gresham, an Oregon municipal corporation (City) and American Legion Post 30, Veterans of Foreign Wars Post 4032, Prisoners of War Mt. Hood Chapter, Disabled Veterans Chapter 28 and Veterans of World War I (Veterans), who agree as follows:

INTRODUCTION

A. City is the owner of real property described as Tax Lots 90, 100, 101 and 445, Section 10, T1S, R3E, Gresham, Multnomah County, Oregon, which is generally described as the Old Gresham City Hall/Veterans Memorial Hall, located at 150 West Powell, Gresham, Oregon (Premises).

B. On July 23, 1951, City entered into an agreement with the Veterans Memorial Community Center, Inc., an Oregon corporation, whereby City acquired financial assistance for construction of a city hall in exchange for agreeing to permit veterans organizations to use Premises.

C. City has constructed a new city hall at 1333 N.W. Eastman Avenue, Gresham, Oregon, and no longer uses Premises for a city hall.

D. City wishes to lease Premises at 150 West Powell to Multnomah County and the Gresham Area Chamber of Commerce, and to fulfill its obligations to Veterans.

E. City and Veterans wish to define rights of Veterans to use Premises.

1. The parties agree that the "Veterans Memorial Hall" sign will continue on the side of the building located near the eastern entrance to Premises.

2. Veterans and any other national veterans organization meeting in the City of Gresham shall have the right to use Premises, including the old city council chamber, meeting room, kitchen and restrooms, for up to two meetings for each organization in each calendar month. Veterans of Foreign Wars Post 4032 shall have the right to use Premises for up to three meetings in each calendar month. No rent or other charge shall be made for the use of Premises.

3. Veterans may use the Premises for additional meetings if such use does not conflict with the use of the Premises by City's tenants.

4. Veterans understand that Premises will be used by City's tenants and agree not to interfere with such use at times other than those designated for use by Veterans.

5. Utilities, including electricity, heat, lights and water shall be furnished to Veterans without charge to them.

6. City agrees to furnish 100 chairs and 10 folding tables for use by the Veterans.

7. City agrees to furnish a policy of public liability insurance to cover the use of Premises by Veterans.

8. City agrees to require its tenants to permit Veterans to use the Premises as set forth in this agreement.

9. A schedule of Veterans' present use of the Premises is attached to this agreement and incorporated herein.

AMERICAN LEGION POST 30

By Ray H. McCallister
1st Vice Commander

VETERANS OF FOREIGN WARS POST 4032

By Jack Wise

AMERICAN EX-
PRISONERS OF WAR MT. HOOD CHAPTER

Gordon C. Coy

DISABLED VETERANS CHAPTER 28

By Donald H. Schaefer
Commander

VETERANS OF WORLD WAR I

By Willard H. Reed
Commander

CITY OF GRESHAM

By Al Myers
Al Myers, Mayor

By Burke M. Raymond
Burke M. Raymond, City Manager

**SCHEDULE OF VETERANS' MONTHLY USE OF
VETERANS MEMORIAL HALL**

American Legion Post 30

1st and 3rd Friday, and 2nd Wednesday evening

Veterans of Foreign Wars Post 4032

4th Saturday afternoon

Disabled Veterans Chapter 28

2nd Thursday evening

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-092

Declaring Property Located at 1 NW 1st Avenue, Portland, Oregon Known as the Burnside Bridge Storage Vault, to be Surplus and Approving a Real Property Lease to Portland Saturday Market

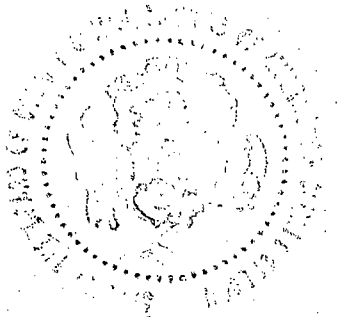
The Multnomah County Board of Commissioners Finds:

- a. The property located at 1 NW 1st Avenue, Portland, Oregon, known as the Burnside Bridge Storage Vault (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with Portland Saturday Market.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

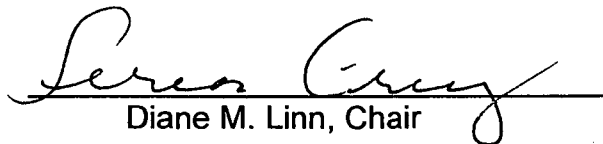
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 24th day of June, 2004.

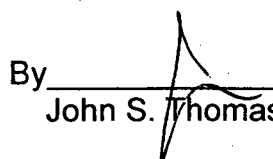


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

COMMERCIAL LEASE

Date: May 20, 2004

Between: Multnomah County ("Landlord")
401 N. Dixon Street
Portland Oregon 97227

And: Portland Saturday Market ("Tenant")
108 W. Burnside Street
Portland Oregon 97209

Landlord leases to Tenant and Tenant leases from Landlord the following described real property (the "Premises") on the terms and conditions stated below:

A concrete storage vault located approximately as follows:

Beginning at centerline station 4 + 33.00 of Burnside Street; thence northerly parallel with the centerline of N.W. 1st Avenue 46 feet; thence easterly parallel with the centerline of Burnside Street 22.08 feet; thence southerly parallel with the centerline of N.W. 1st Avenue 92 feet; thence westerly parallel with the centerline of Burnside Street 22.08 feet; thence northerly parallel with the centerline of N.W. 1st Avenue 46 feet to the point of beginning.

The concrete vault is located between the underside of the west approach to the Burnside Bridge and existing ground level of N.W. 1st Avenue.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence on July 1, 2004, and continue through June 30, 2009, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on July 1, 2004.

1.3 Renewal Option. If the lease is not in default when the option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for one term of five years, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by giving written notice to Landlord not less than 90 days before the last day of the original term. Giving such notice is sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant are then bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant no longer has the option to renew this

lease. Rent for the renewal term shall be the rent paid during the preceding year plus any adjustment calculated under section 2.3.

Section 2. Rent

2.1 Base Rent. During the original term of this lease, Tenant shall pay to Landlord as base rent the sum of \$888 per month. Rent is payable on the first day of each month in advance.

2.2 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

2.3 Rent Adjustment. The base rent provided in Section 2.1 shall be increased or decreased each July during the term of this lease, and any extension thereof, by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on July 1, 2004 and that available on July 1 of each succeeding year. In no event, however, shall base rent be reduced below that payable during the first year of this lease.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for storing Portland Saturday Market equipment and it's vendors stands and equipment. The Premises may not be used for any other purpose without the consent of Landlord.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(3) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

3.3 Hazardous Substances. Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the activities specified in section 3.1. Tenant may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all environmental laws and exercise the highest

degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all hazardous substances from the Premises. As used in this section, the term "*environmental law*" means any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. As used in this section, the term "*hazardous substance*" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

4.2 Tenant's Obligations. Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs that are required by this section, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of Tenant and charge Tenant for the resulting expense unless at least 14 calendar days before work is commenced tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith.

4.5 Inspection of Premises. Landlord has the right to inspect the Premises at any reasonable time to determine the necessity of repair. Whether or not an inspection is made, the duty of Landlord to make repairs does not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall not make any improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used in this section, "*alterations*" includes the installation of telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the Landlord's consent specifically provides otherwise. Improvements and

alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the Landlord's consent specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

6.2 Increase in Coverage. Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance with respect to the Premises and the conduct or operation of its business, with Lessor as additional insured.

6.3 Waiver of Subrogation. Landlord shall not be liable to Tenant (or to Tenant's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in Tenant's fire insurance policy and, in the event of insured loss, Tenant's insurance company shall not have a subrogated claim against Landlord.

Section 7. Taxes and Utilities

7.1 Property Taxes. Tenant shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation or rental of the Premises, other than taxes on the net income of Tenant.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause the assessment to be treated the same as general real property taxes under section 7.1.

7.3 Contest of Taxes. Tenant may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Landlord's interest in the Premises.

7.4 No Proration of Taxes. Tenant shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

7.5 New Charges or Fees. If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. However, Tenant has no obligation to pay any charge or fee based on the income derived by Landlord from this lease.

7.6 Tenant Payment of Utility Charges. Except as provided in section 7.7, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for

fuel, water, gas, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

7.7 Landlord Payment of Utility Charges. Landlord shall pay the cost of electricity at the Premises.

Section 8. Damage and Destruction

8.1 Partial Damage. If the Premises are partly damaged through no fault of Tenant and section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

8.2 Destruction. If the Premises are destroyed or damaged such that the Premises are unsuitable for the use that Tenant was then making of the premises, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

8.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term. If damage or destruction to which section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under section 8.2.

Section 9. Eminent Domain

9.1 Partial Taking. If a portion of the Premises is condemned and section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking, as determined by Landlord.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to

the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease. Landlord shall have no liability for the failure or interruption of utilities except to the extent caused by Landlord's negligence or breach of duty under this Lease and in no event for lost profits or consequential damages.

Section 11. Quiet Enjoyment; Estoppel Certificate

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

11.2 Estoppel Certificate. Either party shall, within 20 days following a request from the other party, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, or the use of any portion of the property conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Consent in one instance does not prevent this provision from applying to a subsequent instance. Landlord may withhold or condition consent in its sole and arbitrary discretion.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision is complied with if Tenant begins to correct the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this section apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14. Remedies on Default

14.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord is entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord is not required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking possession following default, Landlord is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord may do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Remedies Cumulative. The foregoing remedies are in addition to and do not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. On expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender. Tenant's obligations under this section are subordinate to the provisions of section 8 relating to destruction.

15.2 Fixtures

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Termination by Mutual Agreement. This lease may be terminated at any time by mutual written agreement of Landlord and Tenant. Termination under this section is subject to the provisions of sections 15.1 and 15.2 of this lease.

16.2 Nonwaiver. Waiver by either party of strict performance of any provision of this lease does not waive or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent does not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and does not affect Landlord's remedies for failure to perform such other obligations.

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

16.6 Entry for Inspection. Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

16.7 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

Section 17. Arbitration

17.1 Disputes to Be Arbitrated. If any dispute arises between the parties regarding this lease, either party may request arbitration. If arbitration is requested the dispute will be decided by a single arbitrator selected by the parties, or if the parties cannot agree, appointed by the presiding judge of the Multnomah County Circuit Court.

17.2 Procedure for Arbitration. The arbitration shall be conducted in accordance with ORS 36.600 et seq. The arbitration shall take place in Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Lessor:

by: Siara Linn

Title: MULTNOMAH COUNTY CHAIR

Date: 06.24.04

Lessee:

by: Paul Verhoeven

Title: Executive Director
Portland Saturday Market

Date: 5-27-04

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: John S. Thomas
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 06.24.04
DEBORAH L. BOGSTAD, BOARD CLERK

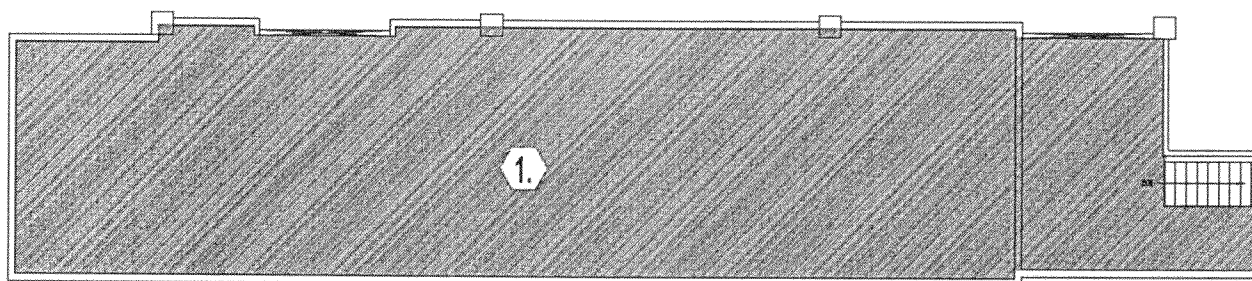
EXHIBIT A

Occupant Information

① Saturday Market
Warehouse
2369

Burnside Bridge Vault - MC00118

1 NW 1st Avenue
Portland, OR 07209



First Floor

Measured by: Mary Nguyen
Date: 08 April 2004
Ctrl # 749



AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-5

Est. Start Time: 10:05 AM

Date Submitted: 06/01/04

Requested Date: 6/24/04

Time Requested: 5 minutes

Department: DBCS

Division: FPM

Contact/s: Debra Crawford

Phone: 503-988-4206

Ext.: 84206

I/O Address: FPM/274

Presenters: Debra Crawford

Agenda Title: Resolution Declaring Property Located At 1 NW 1st Avenue, Portland, Oregon, Known As the Burnside Bridge Storage Vault, To Be Surplus And Approving A Real Property Lease To Portland Saturday Market.

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests the Board review the lease amendment and the resolution approving the renewal to the lease with the Portland Saturday Market for surplus space under the Burnside Bridge, and authorize the Chair to sign the lease agreement on behalf of the County to continue the lease.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** The current lease between Multnomah County and Portland Saturday Market for storage space under the Burnside Bridge will expire June 30, 2004. The leased area is approximately 2,369 square feet of concrete vault space used by the Portland Saturday Market for purposes of storing its equipment and its vendor's stands and equipment. The original lease for this location dates back to 1979, and there is still a need for storage space at this location by Portland Saturday Market. The County Bridge Engineering Section does not have a current use for the property and no other

County departments have expressed interest in this space. The County and the Portland Saturday Market have agreed to amend and extend the lease for a period of five (5) years, with option to renew for one (1) successive term of 5 years. The new lease agreement has been established to reflect base rent at current market rates for the initial lease term with annual base rent increases based upon the Portland CPI-U index. The Portland Saturday Market will pay as additional rent all real property taxes assessed against the leased premises during the lease term. If the option to renew is exercised, the base rent for the successive five year term will be negotiated based upon market rents, with an annual increase based upon a CPI-Portland index.

3. **Explain the fiscal impact (current year and ongoing).** Lease payments during the extended term of this lease agreement will be \$4.50 per square foot of leased space which is approximately \$888 per month in base rent, (approximately \$10,656 for FY2005). The agreement will also allow the County to charge additional rent for the cost of all real property taxes as assessed against the premises or payable during the lease term (approximately \$660 in FY2005). The lease will allow the County to increase the monthly base rent annually on July 1st, beginning FY2006, based upon the CPI-Portland Index. If the option to renew is exercised, the lease provides that renewal is subject to availability of the property and negotiation of the rent as compared to similar properties within the local market, with annual increases tied to the CPI-Portland index.

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

If a budget modification, explain: N/A

- ❖ **What revenue is being changed and why? N/A**
 - ❖ **What budgets are increased/decreased? N/A**
 - ❖ **What do the changes accomplish? N/A**
 - ❖ **Do any personnel actions result from this budget modification? Explain. N/A**
 - ❖ **Is the revenue one-time-only in nature? N/A**
 - ❖ **If a grant, what period does the grant cover? N/A**
 - ❖ **When the grant expires, what are funding plans? N/A**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain: N/A

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. N/A**
- ❖ **Has this request been made before? When? What was the outcome? N/A**

If grant application/notice of intent, explain: N/A

- ❖ **Who is the granting agency? N/A**
- ❖ **Specify grant requirements and goals. N/A**


- ❖ Explain grant funding detail – is this a one time only or long term commitment? N/A
- ❖ What are the estimated filing timelines? N/A
- ❖ If a grant, what period does the grant cover? N/A
- ❖ When the grant expires, what are funding plans? N/A
- ❖ How will the county indirect and departmental overhead costs be covered? N/A

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. Facilities & Property Management has involved the County Bridge Engineering program manager through the FPM Property Manager for the Burnside Bridge site in the negotiation process for this lease renewal.

Required Signatures:

Department/Agency Director: Robert A Maestre Date: 05/26/04

Budget Analyst

By:  Date: 06/01/04

Dept/Countywide HR

By: _____ Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Declaring Property Located At 1 NW 1st Avenue, Portland, Oregon Known As the Burnside Bridge Storage Vault, To Be Surplus And Approving A Real Property Lease To Portland Saturday Market.

The Multnomah County Board of Commissioners Finds:

- a. The property located at 1 NW 1st Avenue, Portland, Oregon, known as the Burnside Bridge Storage Vault (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with Portland Saturday Market.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this ____ day of _____, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-093

Declaring Property Located Under East End of Hawthorne Bridge Known as Stephens Addition, Tax Lot 600, Lots 1 & 2, Block 41, Portland, Oregon, to be Surplus and Approving a Real Property Ground Lease to American Metal Products

The Multnomah County Board of Commissioners Finds:

- a. The property located Under East End of Hawthorne Bridge known as Stephens Addition, Tax Lot 600, Lots 1&2, Block 41, Portland, Oregon, (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with American Metal Products.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

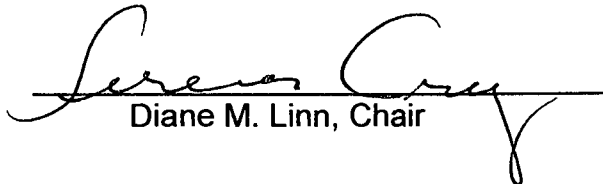
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 24th day of June, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-6

Est. Start Time: 10:10 AM

Date Submitted: 05/24/04

Requested Date: 6/24/04

Time Requested: 5 minutes

Department: DBCS

Division: FPM

Contact/s: Wanda Yantis, Debra Crawford

Phone: 503-988-4206

Ext.: 84206

I/O Address: 274/FM

Presenters: Debra Crawford

Agenda Title: RESOLUTION Declaring Property Located Under East End of Hawthorne Bridge known as Stephens Addition, Tax Lot 600, Lots 1&2, Block 41, Portland, Oregon To Be Surplus And Approving A Real Property Ground Lease To American Metal Products.

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests the Board declare the vacant property located under the Hawthorne Bridge known as Stephens Addition, Tax Lot 600, Lots 1&2, Block 41 to be surplus at this time, and to review the ground lease and the resolution approving the ground lease with American Metal Products, and authorize the Chair to sign the ground lease on behalf of the County and to execute amendments to the lease without further Board action.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County Bridge Engineering Section does not have a current use for the real property located under the East ramp of the Hawthorne Bridge, which consists of approximately 4,225 square feet. American Metal Products owns property adjacent to the County's and has used this property with County permission

since approximately 1988 to store their metal piping and other metal products. The County has had a ground lease with American Metal Products since approximately 1993 for which the County has been paid semi-annual payments, and American Metal Products has maintained a fence surrounding the property and kept the property in presentable condition free from trash and vagrants. The previous 5 year ground lease with American Metal Products expired on June 30, 2003 but has been paid in holdover through June 30, 2004. The County and American Metal Products have agreed to create a new ground lease for five (5) years to commence July 1, 2004, with option to renew for one (1) successive term of 5 years. The semi-annual lease payments will be increased to \$800 each to reflect current market rents for use as storage on the vacant property, and the ground lease includes payment of real property taxes and assessments by American Metal Products as additional rent. The base rent will be fixed over the initial term of the new ground lease, but if the renewal option is exercised the County will increase the rent based upon a Portland CPI-U index.

3. **Explain the fiscal impact (current year and ongoing).** Current base rent from the American Metal Products ground lease for FY2004 is \$1200 (semi-annual payments of \$600 each). For FY2005, base rent is anticipated to be \$1,600 (semi-annual payments of \$800 each). Over the 5 year initial lease term, the County would receive increased lease base rent of \$4,000 over the previous lease. American Metal Products will also pay additional rent for property taxes related to the leased property. Information from County A&T indicates that the vacant lot related to this ground lease has not previously been on the County tax rolls so the real market value is understated and the County has not billed for taxes. It is estimated that with the execution of the new ground lease to American Metal Products, and given an accurate market and assessed value, the tax liability and resulting additional rent payments from the lease could be approximately \$400 for FY2004/2005, or approximately \$2,000 over the initial five year lease term.

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

If a budget modification, explain: , N/A

- ❖ **What revenue is being changed and why? N/A**
 - ❖ **What budgets are increased/decreased? N/A**
 - ❖ **What do the changes accomplish? N/A**
 - ❖ **Do any personnel actions result from this budget modification? Explain.**
N/A
 - ❖ **Is the revenue one-time-only in nature? N/A**
 - ❖ **If a grant, what period does the grant cover? N/A**
 - ❖ **When the grant expires, what are funding plans? N/A**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain: N/A

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
N/A
- ❖ Has this request been made before? When? What was the outcome? N/A

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency? N/A
- ❖ Specify grant requirements and goals. N/A
- ❖ Explain grant funding detail – is this a one time only or long term commitment? N/A
- ❖ What are the estimated filing timelines? N/A
- ❖ If a grant, what period does the grant cover? N/A
- ❖ When the grant expires, what are funding plans? N/A
- ❖ How will the county indirect and departmental overhead costs be covered? N/A


4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. Facilities & Property Management has involved the County Bridge Engineering Department, Assessment and Taxation Department and has worked closely with the American Metal Products controller to determine appropriate market rents for this ground lease and to insure timely payment during the negotiation process.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 05/21/04

Budget Analyst

By: 

Date: 05/24/04

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Declaring Property Located Under East End of Hawthorne Bridge known as Stephens Addition, Tax Lot 600, Lots 1&2, Block 41, Portland, Oregon To Be Surplus And Approving A Real Property Ground Lease To American Metal Products.

The Multnomah County Board of Commissioners Finds:

- a. The property located Under East End of Hawthorne Bridge known as Stephens Addition, Tax Lot 600, Lots 1&2, Block 41, Portland, Oregon, (Property) is, at this time, surplus to any County use.
- b. The attached lease has been negotiated with American Metal Products.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

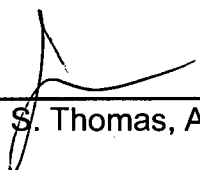
ADOPTED this 24th day of JUNE, 2000.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Assistant County Attorney

GROUND LEASE

Lessor: Multnomah County
501 SE Hawthorne Street
Portland OR 97214

Lessee: American Metal Products Co.
1532 SE Third Avenue
Portland OR 97214-3304

Parties:

This Lease is entered into between Multnomah County ("Lessor") and American Metal Products Company ("Lessee").

Term/Early Termination:

This Lease is effective beginning July 1, 2004, through June 30, 2009, with an option to extend for one (1) additional term of five (5) years as described in section 19. Either party may terminate this agreement by written notice to the other party given not less than 90 days prior to the termination date.

General Conditions:

Section 1. Use of Premises

1.1 Subject to the provisions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor the real property ("Premises") described on Exhibit A attached and incorporated in this Lease by this reference.

1.2 Lessee will use the premises for the storage of metal piping and other metal products as described in section 3. Lessee will not store gasoline, petroleum products, explosives or other flammable materials on the premises.

1.3 Lessee shall, at Lessee's expense, erect and maintain a fence around the Premises such fencing to be approved by Lessor. Lessee shall provide reasonable security of the Premises including but not limited to: evicting trespassers, preventing vandalism and unauthorized dumping, and reporting trespassers, vandalism, unauthorized dumping and property damage to the City of Portland Police Department. Lessee shall provide reasonable hazard mitigation with respect to fire hazard, attractive nuisance, hazardous trees and any hazardous materials or conditions found on the property.

1.4 Lessee will make no unlawful or offensive use of the Premises and will, at the expiration of the Term of this lease or upon any sooner termination thereof, quit and deliver up the premises and all future improvements to or upon the Premises to the Lessor peacefully, quietly and in as good order and condition, excepting therefrom reasonable wear and tear and damage from fire and other unavoidable causes, as the same are now.

Section 2. Rent and Utility Services

2.1 Lessee shall pay to Lessor as rent during the Term of this Lease \$1,600.00 per year, payable semiannually in advance. Rent payments are due on July 1 and January 1 of every year during the Term of this Lease. Payments shall be made to Lessor at: Multnomah County, Attention – Treasury, P.O. Box 14700, Portland, Oregon, 97293-0700.

2.2 Lessor shall provide Lessee with an invoice for each rent payment not more than 30 days prior to the due date of the payment. Lessee shall include the invoice number on each payment.

2.3 If Lessee elects to exercise the option to extend this Lease as provided under section 19, the annual rent for the option term shall be increased over the rent specified in section 2.1 by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on July 1, 2004 with the most recent figure available on July 1 2009.

2.4 It is intended that the rent provided for in this section shall be an absolutely net return to Lessor throughout the Term, free of any expense, charge, or other deduction whatsoever, including all claims, demands, or setoffs of any nature whatsoever.

2.5 Lessee shall also pay without notice, except as may be provided in this Lease, and without abatement, deduction, or setoff, as additional rent, all sums, impositions, costs, and other payments which Lessee in any of the provisions of this Lease assumes or agrees to pay, and in the event of any nonpayment, Lessor shall have all the rights and remedies provided for in this Lease or by law in the case of nonpayment of rent.

2.6 Lessee will pay for all water, light, gas, and other utility services provided to the Premises during the Term of this Lease.

Section 3. Use

3.1 Lessee shall use the Premises for storing metal piping and other metal products related to Lessee's legitimate business purposes.

3.2 Lessee shall not use or occupy, or permit or suffer all or any part of the Premises to be used or occupied (1) for any unlawful or illegal business, use, or purpose, (2) in any such manner to constitute a nuisance of any kind, (3) for any purpose or in any way in violation of any legal requirements, including but not limited to requirements respecting Hazardous Substances, or (4) for any business, use, or purpose deemed disreputable. As used in this section, "hazardous substances" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by the United States Environmental Protection Agency (40 CFR pt 302). As used in this section, "legal requirements" includes, but is not limited to, all environmental protection laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC §§9601–9675), the Water Pollution Prevention and Control Act (33 USC §§1251–1387), and the Air Pollution Prevention and Control Act (42 USC §§7401–7671q). Any dispute between Lessor and Lessee arising under the provisions of clause (4) of the preceding sentence shall be resolved in favor of Lessor.

3.3 Lessee shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that now apply to the Premises or that have been granted to or contracted for by Lessor or Lessee in connection with any existing or presently contemplated use of the Premises.

3.4 Lessee shall not suffer or permit the Premises or any portion to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Lessor's title to the Premises or any portion, or in such manner as might reasonably make possible a claim or claims of adverse usage, adverse possession, or prescription by the public, as such, or of implied dedication, of the Premises or any portion. Lessee acknowledges that Lessor does not consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Premises or by the public, as such.

Section 4. Liens

4.1 Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance on the Premises.

4.2 Lessee shall not suffer or permit any liens to attach to the interest of Lessee in all or any part of the Premises by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or anyone occupying or holding an interest in all or any part of the Improvements on the Premises through or under Lessee. If any such lien shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within 30 days after the date of filing the same, by either payment, deposit, or bond.

Section 5. Taxes and Other Charges

5.1 Lessee shall pay and discharge all property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales charges, assessments (including, but not limited to, assessments for public improvements or benefits), and all other governmental impositions and charges of every kind and nature whatsoever which, at any time during the Term, shall be or become due and payable against the Premises.

5.2 If by law any tax is payable, or may at the option of the taxpayer be paid, in installments, Lessee may, whether or not interest shall accrue on the unpaid balance, pay the same, and any accrued interest on any unpaid balance, in installments as each installment becomes due and payable, but in any event before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest.

5.3 Any tax relating to a fiscal period of the taxing authority, a part of which is within the Term and a part of which is before or after the Term, whether or not such tax shall be assessed, levied, imposed, or become a lien on the Premises, or shall become payable, during the Term, shall be apportioned and adjusted between Lessor and Lessee so that Lessee shall pay only the portions that correspond with the portion of such fiscal periods included within the Term. With respect to any tax for public improvements or benefits that by law is payable, or at the option of the taxpayer may be paid, in installments, Lessor shall pay the installments that become due and payable after the Term expires, and Lessee shall pay all such installments which become due and payable at any time during the Term.

5.4 Lessee covenants to make available to Lessor, within 30 days after the last date when any tax must be paid by Lessee as provided in this section, official receipts or other proof satisfactory to Lessor, evidencing payment.

5.5 Lessee shall have the right at Lessee's expense to contest or review the amount or validity of any tax or to seek a reduction in the assessed valuation on which any tax is based, by appropriate legal proceedings.

Section 6. Insurance

6.1 Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

6.2 Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests.

Section 7. Compliance with Legal Requirements

7.1 Throughout the Term, Lessee shall promptly comply with all legal requirements that may apply to the Premises or to the Lessee's use of the Premises, whether or not such requirements interfere with Lessee's use and enjoyment of the Premises and whether or not compliance with such requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Lessee shall pay all costs of compliance with all legal requirements.

7.2 Lessee shall have the right, after prior written notice to Lessor, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Lessee, without cost or expense to Lessor, the validity or application of any legal requirement subject to the following:

7.2.1 If, by the terms of the requirement, compliance may legally be delayed pending the prosecution of such proceeding without incurring any lien, charge, or liability of any kind against all or any part of the Premises and without subjecting Lessee or Lessor to any liability, civil or criminal, for failure to comply, Lessee may delay compliance until the final determination of such proceeding; or

7.2.2 If any lien, charge, or civil liability would be incurred by reason of the delay, Lessee nevertheless may contest the matter and delay compliance, provided that the delay does not subject Lessor to any liability or fine, and Lessee:

7.2.2.1 Furnishes to Lessor security, reasonably satisfactory to Lessor, against any loss or injury by reason of such contest or delay, and

7.2.2.2 Prosecutes the contest with due diligence.

7.3 Lessor shall execute and deliver to Lessor any appropriate papers that may be necessary or proper to permit Lessee to contest the validity or application of any legal requirement.

Section 8. Lessor's Right to Perform Lessee's Covenants

8.1 Subject to the rights of the Permitted Leasehold Mortgagees contained in Section 18 below, if Lessee at any time fails to pay any Tax in accordance with the provisions of this Lease or fails to make any other payment or perform any other act on its part to be made or performed, then Lessor, after 10 days' notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Lessor's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to):

8.1.1 Pay any Tax payable by Lessee pursuant to the provisions of this Lease; or

8.1.2 Make any other payment or perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take all such action, as may be necessary.

8.2 All sums so paid by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney fees, in connection with the performance of any such act, together with, if Lessee does not pay the same within the 30-day period after notice from Lessor, interest from the date of such payment or incurrence by Lessor of such cost and expense until paid, at the annual rate of 18%, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

Section 9. Repairs and Maintenance

9.1 Throughout the Term of this Lease, Lessee shall maintain, repair, and replace the Premises and the improvements as necessary to keep them in good order, condition, and repair throughout the entire Term.

9.2 Lessor shall not be required to furnish to Lessee any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam heat, gas, hot water, electricity, light, and power. Lessor shall in no event be required to make any alterations, changes, additions, improvements, or repairs during the Term.

Section 10. Title to Improvements

Title to any improvements to the Premises made during the Term of this Lease shall be and remain in Lessee until the expiration of the Term, unless this Lease is terminated sooner. On such expiration or sooner termination, title to the improvements shall automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor. During the Term, Lessee shall be entitled for all taxation purposes to claim cost recovery deductions and the like on the improvements.

Section 11. No Waste

Lessee shall not do or suffer any waste or damage, disfigurement, or injury to the Premises.

Section 12. Inspection and Access

12.1 Lessee shall permit Lessor to enter the Premises at all reasonable times during usual business hours for the purposes of inspecting the same, making any repairs or performing any work that Lessee has neglected or refused to make in accordance with the terms, covenants, and conditions of this Lease. Nothing in this Lease shall imply any duty or obligation on the part of Lessor to do any such work or to make any improvements of any kind whatsoever to the Premises. The performance of any work by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same.

12.2 During the progress of any work on the Premises, Lessor may keep and store on the Premises all necessary materials, tools, supplies, and equipment. Lessor shall not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Lessee or any user by reason of making such repairs or performing any such work, or on account of bringing materials, tools, supplies, and equipment onto the Premises during the course of the work and the obligations of Lessee under this Lease shall not be affected by the work.

12.3 Lessor shall have the right to enter on the Premises at all reasonable times during usual business hours for the purpose of showing the same to prospective purchasers of the Premises and, at any time within two years before the Term expires, for the purpose of showing the same to prospective Lessees.

12.4 Except for emergency repairs, all entry to the Premises by Lessor shall require at least 24 hours' advance notice to Lessee. In the event of any emergency repairs, Lessor shall use reasonable efforts to give Lessee the earliest possible notice of the same.

Section 13. Lessor's Exculpation and Indemnity

13.1 Lessee is and shall be in exclusive control of the Premises and Lessor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or any injury or damage to the Premises, whether belonging to Lessee or to any other person.

13.2 Lessee shall indemnify and hold Lessor harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees, that may be imposed on or incurred by or asserted against Lessor by reason of any of the following occurrences during the Term:

13.2.1 Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Lessee or any party other than Lessor;

13.2.2 Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;

13.2.3 Any negligence on the part of Lessee or any of its agents, contractors, servants, employees, sublessees, licensees, or invitees;

13.2.4 Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Lessor, but only up to the limits of Lessee's liability insurance coverage with respect to any such negligence of Lessor; or

13.2.5 Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease on its part to be performed or complied with.

13.3 In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee on written notice from Lessor shall, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing, which approval shall not be unreasonably withheld. Lessee shall defend, hold harmless and indemnify Lessor, its officers, agents and employees from all claims, suits or actions of whatever nature arising on or about the Premises.

Section 14. Condemnation

14.1 If all or any portion of the Premises are taken or condemned, by right of eminent domain or by purchase in lieu of condemnation, or if such portion of the Premises is so taken or condemned that the portion remaining is not sufficient and suitable for Lessee's intended use, then this Lease and the Term, at Lessee's option, shall cease and terminate as of the date on which the condemning authority takes possession. The rent and any additional payments shall be apportioned and paid to the date of such taking.

14.2 If this Lease expires and terminates as a result of a taking, Lessor shall be entitled to the full amount of any payment or award from the condemning authority.

Section 15. Assignment and Subletting

15.1 Lessee may not sell, assign, sublet, or in any other manner transfer this Lease or any interest in this Lease without the prior written consent of Lessor.

15.2 Lessee may not permit or suffer any other person, firm or corporation to occupy the Premises or any portion thereof except as its customers in conducting its business upon the Premises without the prior written consent of Lessor.

Section 16. Default; Remedies

16.1 The occurrence of any one or more of the following events of default constitutes a breach of this Lease by Lessee:

16.1.1 If Lessee fails to pay rent when due and such default continues for 30 days after the due date; or

16.1.2 If Lessee, whether by action or inaction, is in default of any of its other obligations under this Lease and such default continues and is not remedied within 60 days after Lessor has given Lessee a notice specifying the same, or, in the case of a default that can be cured but not within a period of 60 days, if Lessee has not (1) commenced curing such default within such 60-day period, (2) notified Lessor of Lessee's intention to cure the default, or (3) continuously and diligently completed the cure of the default.

16.2 During any 12-month period, Lessee is entitled to only two notices under this section.

16.3 In the event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease.

16.3.1 In the event of default, Lessor or Lessor's agents and employees may immediately or at any time thereafter reenter the Premises, repossess the same, and remove any person from the Premises, to the end that Lessor may have, hold, and enjoy the Premises.

16.3.2 Whether or not Lessor retakes possession or relets the Premises, Lessor has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all

costs incurred by Lessor in restoring the Premises or otherwise preparing the Premises for reletting, and all costs incurred by Lessor in reletting the Premises.

16.3.3 To the extent permitted under Oregon law, Lessor may sue periodically for damages as they accrue without barring a later action for further damages.

16.4 No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent on a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, shall be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

16.5 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor or Lessee of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

16.6 In the event of Lessor's bankruptcy and the rejection of this Lease by Lessor's bankruptcy trustee and in the event Lessee elects to retain its rights pursuant to 11 USC §365(h)(1), the trustee and Lessee shall continue to be governed by the terms and conditions of this Lease and under applicable Oregon landlord-tenant law.

Section 17. No Abatement of Rent

17.1 Except as otherwise specifically provided in this Lease, no abatement, refund, diminution, or reduction of Rent or other compensation shall be claimed by or allowed to Lessee under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from work on improvements, by virtue or because of any legal requirements, or the occurrence of casualty damage, condemnation or for any other reason, cause, or occurrence.

17.2 Unless caused by Lessor, if any adjoining Building or structure encroaches on the Premises, no claim, demand, or objection of any kind shall be made by Lessee against Lessor by reason of such encroachments; no claim for abatement of Rent due under this Lease shall be made by reason of such encroachments or acts of, or in connection with, removal of the encroachments. The rights, liabilities, and obligations of the parties shall be the same as if there were no encroachments. In any related legal proceedings, the Premises may properly and without prejudice be described according to the description previously used without reference to any such encroachments. Lessor may, in its discretion, cooperate with Lessee in any proceedings sought by Lessee to remove such encroachments, provided such cooperation does not cause Lessor to incur any expense.

Section 18. Transfer of Interest by Lessor

Lessor may sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of its interest in the Premises.

Section 19. Option to Extend Lease

Provided that Lessee is not in default, the Term may be extended, at the option of Lessee, for an additional period of five (5) years. Such option shall be exercised by Lessee giving written notice to Lessor not more than 12 months nor less than 3 months before the initial Term expires. Such extended Term shall be on the same terms, covenants, and conditions as provided in this Lease for the initial Term, except for rent. Rent for the option period shall be established as provided in Section 2.3. Payment of all additional charges required to be made by Lessee as provided in this Lease for the initial Term shall continue to be made during the extended Term.

Section 20. Quiet Enjoyment

Lessee, on paying the rent and observing and keeping all covenants, agreements, and conditions of this Lease, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by, through, or under Lessor, subject, however, to the exceptions, reservations, and conditions of this Lease.

Section 21. Surrender

21.1 Except as otherwise provided, Lessee, on the last day of the Term, shall surrender and deliver up the Premises to the possession and use of Lessor without fraud or delay, free and clear of all lettings and occupancies other than subleases to which Lessor has specifically consented, and free and clear of all liens and encumbrances other than those, if any, created or suffered by Lessor.

21.2 When furnished by or at the expense of Lessee, furniture, fixtures, and equipment may be removed by Lessee at or before termination of this Lease, provided, however, that the removal will not injure the Premises or necessitate changes in or repairs to the same. Lessee shall pay or cause to be paid to Lessor the cost of repairing any damage arising from such removal and restoration of the Premises to their condition before such removal.

21.3 Any personal property of Lessee or any sublessee that remains on the Premises after the termination of this Lease may, at the option of Lessor, be deemed to have been abandoned by Lessee or such sublessee and may either be retained by Lessor as its property or be disposed of, without accountability, in such manner as Lessor may see fit, or if Lessor gives written notice to Lessee to such effect, such property shall be removed by Lessee at Lessee's sole cost and expense. If this Lease terminates early for any reason other than the default of Lessee then, anything to the contrary notwithstanding, Lessee and any sublessee shall have a reasonable time thereafter to remove its personal property.

21.4 Lessor shall not be responsible for any loss or damage occurring to any property owned by Lessee or any sublessee.

21.5 The provisions of this section shall survive any termination of this Lease.

Section 22. Severability

If any term or provision of this Lease or the application of the Lease to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 23. No Representations

Lessee acknowledges that it has examined the Premises and that no representations as to the condition of the Premises have been made by Lessor or any agent or person acting for Lessor (except as expressly provided in this Lease). Lessor shall have no liability because of, or as a result of, the existence of any subsurface or soil condition, either on the Premises or on adjacent land, that might affect Lessee's use and enjoyment of the Premises.

Section 24. Force Majeure

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any legal requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged, and released of performance to the extent such performance or obligation (excluding any monetary obligation) is so limited or prevented by such occurrence without liability of any kind. If such a condition excusing performance of a party continues for more than 180 days, then the other party may terminate this Lease by notice to the excused party.

Section 25. Notices

Any notice required or permitted by the terms of this Lease shall be deemed given if delivered personally to an officer of the party to be notified or sent by United States first-class mail and addressed as follows:

To Lessor:

Multnomah County
Facilities and Property Management
Attn: Asset Management – Leases
401 N. Dixon Street
Portland OR 97227-1865

To Lessee:

American Metal Products Company
1532 SW 3rd Avenue
Portland, OR 97214-3304
Attn: Roxanne Morrissey

or such other addresses as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request, or other communication shall be deemed to have been given or served on actual receipt.

Section 26. Entire Agreement

This Lease contains the entire agreement between the parties and, except as otherwise provided, can be modified, amended, or terminated only by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Lessee and Lessor that there are no verbal agreements, representations, warranties, or other understandings affecting this Lease.

Section 27. Applicable Law

This Lease shall be governed by, and construed in accordance with, the laws of the state of Oregon.

Section 28. Interest on Rent Arrearages

All arrearages in the payment of rent that Lessee fails to pay within the 30-day period for payment of such rent shall bear interest from the date due until paid, at the rate of six (6) percent.

Section 29. Covenants to Bind and Benefit Parties

The covenants and agreements contained in this Lease shall bind and inure to the benefit of Lessor, its successors and assigns, and Lessee, its successors and assigns.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be executed by their duly authorized officers.

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY: [Signature]
ASSISTANT COUNTY ATTORNEY
DATE: 5/31/04

Lessor:

by: [Signature]

Title: Multnomah County Chair

Date: 06.24.04

Lessee:

by: [Signature]

Title: Controller

Date: 5-17-04

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2.16 DATE 06.24.04
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A

Occupant Information

 American Metal Products
4225 SqFt

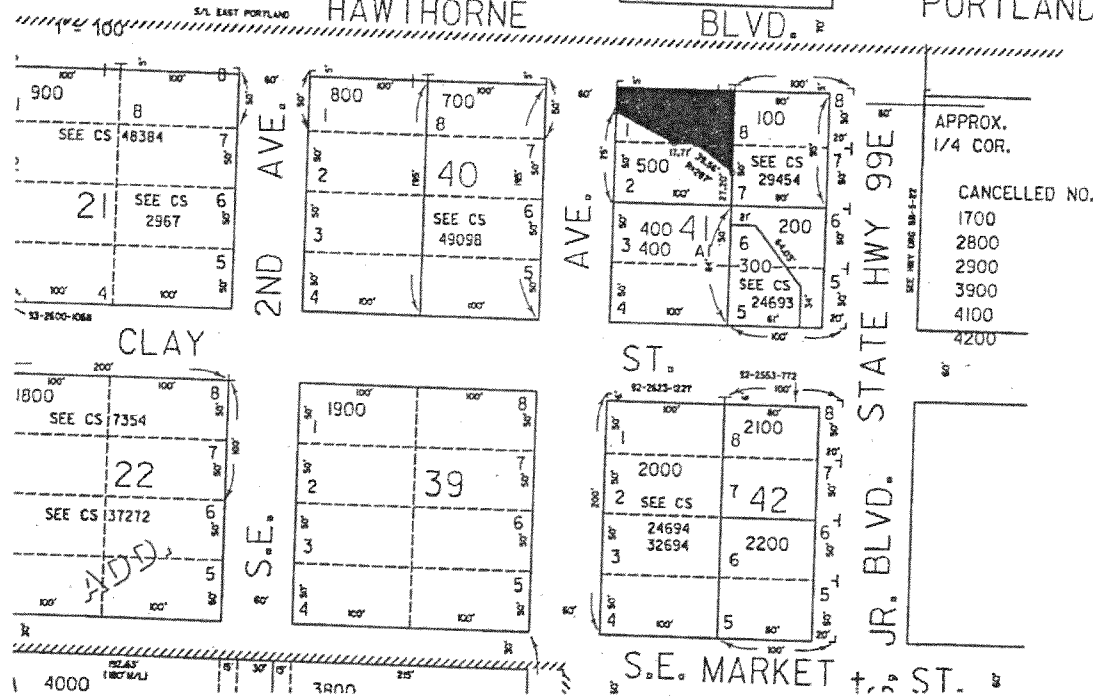
Property ID - R275784
Stephens Add; TL 600 Lot 1&2 Block 41

SEC. 3 T.1S. R.1E. W.1M.
JOMAH COUNTY

HAWTHORNE

BLVD.

IS 1E 3DA
PORTLAND



AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-7

Est. Start Time: 10:15 AM

Date Submitted: 06/01/04

Requested Date: 6/24/04

Time Requested: 10 minutes

Department: DBCS

Division: Human Resources

Contact/s: Carol Brown

Phone: 988-5135

Ext.: 28387

I/O Address: 503/4

Presenters: Gail Parnell/Carol Brown

Agenda Title: Resolution Adopting a Hazardous Conditions and Administrative Closures Policy

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

1. **What action are you requesting from the Board?** Approval of resolution directing revisions to MCPR 3-15, Inclement Weather and Natural Disasters
What is the department/agency recommendation? Recommend approval
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Procedures for designating employees who are required to report for duty, regardless of administrative closures, to perform emergency-related functions and other services essential to the public health and safety (essential employees) are needed to ensure continuation of essential County services regardless of weather or other conditions.

Revisions are also need to clarify administrative closure authority of the Chair and other Elected Officials, require designation of essential employees, and allow employees to adjust work hours to make up for weather related absences.
3. **Explain the fiscal impact (current year and ongoing).**
No fiscal impact

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

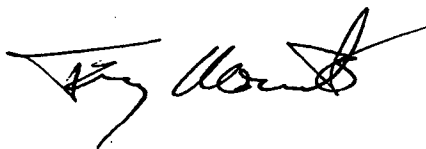
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
None

5. Explain any citizen and/or other government participation that has or will take place.
Draft rules were reviewed by Union representatives and Management staff.

Required Signatures:



Department/Agency Director: _____


Date: 06/01/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By:  _____

Date: 06/01/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO _____

Adopting a Hazardous Conditions and Administrative Closure Policy

The Multnomah County Board of Commissioners Finds:

- a. The Chair has authority to direct county officers and employees to perform or facilitate emergency services (MCC § 7.905). The Chair also determines when to close or curtail County operations and allow employees to leave work early due to situations affecting employees' health or safety. Such administrative closures may be due to inclement weather, natural or other disasters, or the presence of hazardous materials or chemicals.
- b. Under MCC 9.030, county personnel rules may be adopted by Board resolution or by Chair Executive Rule. On September 9, 2002, by Executive Rule 270, the Chair adopted the current personnel rules, including MCPR 3-15 Inclement Weather and Natural Disaster.
- c. Procedures should be developed for designating employees who are required to report for duty, regardless of administrative closures, to perform emergency-related functions and other services essential to the public health and safety (essential employees).
- d. The Board wishes to clarify administrative closure authority, require designation of essential employees and allow employees to adjust work hours to make up for weather related absences.

The Multnomah County Board of Commissioners Resolves:

1. The Chair, Sheriff and District Attorney may determine administrative closures for their operations and shall develop procedures for designating essential employees.
2. Employees may, at the discretion of their supervisor, be allowed to adjust their work hours within the work week to make up for late arrivals and early departures provided that no overtime or compensatory time is earned as a result of the adjustment.
3. The Chair is directed to amend Executive Rule 3-15 to implement this policy.

ADOPTED this 24th day of June, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

BOGSTAD Deborah L

From: CARROLL Mary P
Sent: Tuesday, June 22, 2004 2:30 PM
To: WALKER Gary R; ROMERO Shelli D; NAITO Terri W; GRAVELY Robert M
Cc: SIMPSON Thomas G; BOGSTAD Deborah L
Subject: R-7

Tom Simpson and I have met to discuss the Hazardous Conditions and Administrative Closure Policy resolution. Tom will come to the Board meeting and ask that the resolution be set over indefinitely because it is not ready to come before the Board. I will send him a list of the issues raised by the Board at the Feb. 3, 2004 Board briefing on the Administrative Closure Policy that have not yet been answered. Tom will bring a draft closure policy and personnel rules to Board staff for discussion. Next will be a Board briefing then it will be brought before the Board for a vote.

Mary Carroll
Executive Assistant
Commissioner Serena Cruz
501 SE Hawthorne Blvd. Suite 600
Portland OR 97214
(503)988-5275 phn (503)988-5440 fax
mary.p.carroll@co.multnomah.or.us

6/22/2004

AGENDA PLACEMENT REQUEST

BUD MOD #: BCS 04-04

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-8 DATE June 24, 04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-8

Est. Start Time: 10:20 AM

Date Submitted: 06/01/04

Requested Date: 6/24/2004

Time Requested: 15 Minutes

Department: DBCS

Division: Human Resources

Contact/s: Gail Parnell/Mark Campbell

Phone: 503-988-5015

Ext.: 22595

I/O Address: 503/4

Presenters: Mark Campbell/Gail Parnell

Agenda Title: Budget Modification BCS 04-04 Requesting \$153,868 General Fund Contingency Transfer to Implement Changes to the Classification and Compensation Plan for the Program Development Specialist and Planners Study

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** We are requesting the board approve the move of funds set aside in the General Contingency Fund, under the terms of the Local 88 Collective Bargaining Agreement to pay for Local 88 Classification and Compensation studies, to the affected departmental funds.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** This is a study that was done as per the Local 88 contract.
- 3. Explain the fiscal impact (current year and ongoing).** This is explained in the attached budget memo from Ching Hay.

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

If a budget modification, explain: Please see the attached budget memo.

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director: _____

Date: 06/01/04

Budget Analyst

By: _____

Date: 06/02/04

Dept/Countywide HR

By: _____

Date: 06/01/04

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	70-05	1000		704700		60000		11,441	11,441	15,333	DBCS
2	70-05	1000		704700		60130		3,280	3,280		
3	70-05	1000		704700		60140		612	612		
4	25-80	1000			MHAS DM ADM CGF	60000		40,965	40,965	54,901	DCHS
5	25-80	1000			MHAS DM ADM CGF	60130		11,745	11,745		
6	25-80	1000			MHAS DM ADM CGF	60140		2,192	2,192		
7	50-00	1000		500000		60000		4,705	4,705	6,353	DCJ
8	50-00	1000		500000		60130		1,349	1,349		
9	50-00	1000		500000		60140		299	299		
10	40-90	1000		409050		60000		16,602	16,602	22,416	HD
11	40-90	1000		409050		60130		4,760	4,760		
12	40-90	1000		409050		60140		1,054	1,054		
13	80-00	1000		800000		60000		5,493	5,493	7,362	Lib
14	80-00	1000		800000		60130		1,575	1,575		
15	80-00	1000		800000		60140		294	294		
16	60-00	1000		604020		60000		795	795	1,081	MCSO
17	60-00	1000		604020		60130		228	228		
18	60-00	1000		604020		60140		58	58		
19	10-50	1000			ccfc.admin.gf	60000		1,050	1,050	1,407	NOND
20	10-50	1000			ccfc.admin.gf	60130		301	301		
21	10-50	1000			ccfc.admin.gf	60140		56	56		
22	21-00	1000			SCPPS.CGF	60000		16,760	16,760	22,462	OSCP
23	21-00	1000			SCPPS.CGF	60130		4,805	4,805		
24	21-00	1000			SCPPS.CGF	60140		897	897		
25	70-01	3500		705210		50316		(6,362)	(6,362)	0	Risk Fund
26	70-01	3500		705210		60330		6,362	6,362		
27	19	1000		9500001000		60470		(153,868)	(153,868)	(153,868)	GF Contingency
28	90-10	1000		901000		60000		16,827	16,827	22,552	Planner
29	90-10	1000		901000		60130		4,824	4,824		
30	90-10	1000		901000		60140		900	900		
								0	0	0	Total - Page 1
								0	0	0	GRAND TOTAL



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
DIANE LINN
MARIA ROJO DE STEFFEY
SERENA CRUZ
LISA NAITO
LONNIE ROBERTS

BUDGET & QUALITY
MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD
SUITE 531
PORTLAND, OR 97214
PHONE (503) 988-3312

Budget Office Report

TO: Board of County Commissioners
FROM: Ching Hay, Budget Office
DATE: May 27, 2004
RE: Bud Mod BCS 04-04

The County's current collective bargaining agreement with AFSCME, Local 88 requires the County to review specific job classifications for consistency of application across the County and to test compensation levels against our recruitment market. A joint labor/management committee meets to agree on classes to study at the beginning of the agreement period. During FY04 the Program Development Specialist and Planner, Senior Planners and Transportation Planning Specialists were studied. Local 88 and the County have agreed on changes to the County's Classification and Compensation Plan needed to implement the recommendations of these studies, the requested changes place the classifications' new compensation levels into the County's standardized pay grid.

The County sets aside in General Fund contingency an amount needed to cover approved Classification and Compensation Plan changes. \$153,868 will be moved from the General Fund contingency to the Departments to help fund the cost of the change.

The Budget Office recommends approval of this bud mod, with the caveat that while this is a one-time request, the funding requirement is ongoing and has been incorporated into the FY05 Budget. This bud mod will reduce the General Fund contingency by \$153,868.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-9

Est. Start Time: 10:30 AM

Date Submitted: 06/14/04

Requested Date: June 24, 2004

Time Requested: 15 min.

Department: Business & Community Services **Division:** Land Use & Transportation Planning

Contact/s: Derrick Tokos & Karen Schilling

Phone: 503-988-3043

Ext.: 22682

I/O Address: 455/116

Presenters: Derrick Tokos

Agenda Title: First Reading of a Proposed ORDINANCE Amending MCC Chapter 29, Building Regulations, Relating to Grading and Erosion Control to Correct Errors, Clarify the Types of Actions that Require a Permit, and Streamline the Review Process

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** The request is for the Board of Commissioners to adopt an ordinance amending the Grading and Erosion Control (GEC) Code sections of Chapter 29 of the Multnomah County code, improving upon the most problematic aspects of the code as identified by the GEC Taskforce, Planning Commission, and planning staff, including (a) eliminating language that requires a permit for the placement of gravel on a driveway; (b) changing the "volume" based threshold used for determining when a permit is needed to one that considers area of disturbance and steepness of a slope; and (c) streamlining the review process by only requiring a permit when development is proposed in areas where "science" suggests a significant erosion risk exists.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** Regulating the grading of property under county building codes is necessary to promote the public health, safety and general welfare, ensuring that appropriate steps are taken at the time of development to protect exposed soil surfaces from erosive forces. While the County's existing grading and erosion control codes have provided some level of protection, they are dated in terms of current erosion control

practices and contain erroneous references that must be corrected to avoid confusing the public and undermining the effectiveness of the program. A citizen taskforce, formed in 2000, prepared recommendations to revise the code, focusing on a reasonable threshold for requiring grading review and standards to be applied as part of that review. Several attempts have been made to make comprehensive revisions of the code without success. This is in part due to recommendations based on different methodologies, some of which could not satisfy the demands of state and regional requirements for limiting soil erosion and impacts to water quality, such as Metro Title 3 and Oregon Administrative Rule (OAR) 340 for the Tualatin Basin. This package of amendments is more limited, focusing on some of the most objectionable parts of the grading codes identified by the Taskforce, while satisfying County obligations to meet state and regional requirements. Taskforce, Planning Commission and planning staff recommendations incorporated in these amendments are consistent with current science and field practices. Key revisions are as follows:

- Revised §29.300 and §29.320, Purposes, correcting inaccurate references to Hillside Development Permits, Statewide Planning Goals, and certain Comprehensive Plan policies. References to the Balch Creek and Tualatin River Drainage Basin are deleted because the code language at issue is not limited to these drainages.
- Revised §29.301 and §29.321, Definitions, clarifying terminology and eliminating definitions unique to the County Hillside Development code which are not applicable to grading permits. Added a definition for gravel that is comparable to what is used in the Multnomah County Soil Survey. The definition for Land Disturbing Activities has been replaced with one for Ground Disturbing Activities, the latter of which is more permissive in that it is targeted to disturbance by motorized equipment (vs. any disturbance) and matches terminology used in the City of Portland's Erosion Control Code. Definitions for water body and watercourse have been modified, clarifying that the former is limited to natural features with the latter including natural or artificial features.
- Added new sections with the heading "Requirements for a Minimal Impact Project." These sections apply to non-exempt ground disturbing activities where a permit is not required. Projects that are regulated under this section are those that do not warrant the formal County review that occurs with a permit application but still need some basic erosion control. Site plan information is required so that we can understand the scale of the project and determine whether or not a permit is needed. Erosion control requirements are those listed in the technical guidance handbook that is used by many of the jurisdictions in the metropolitan area and are of a type that our planning staff can readily explain at the planning counter. The reason erosion control is needed, even when a permit is not required, is to reduce risk of non-compliance with OAR 340-041-455, requiring that erosion control measures be implemented to limit sediment transport to a maximum of one ton per acre per year within the Tualatin Basin, as calculated using the NRCS Universal Soil Loss Equation.

The requirement that storm run-off be managed is a pre-existing permit standard. We have clarified the language, and added a 500 square foot threshold for triggering this requirement that we understand to be consistent with the approach that is used by cities of Lake Oswego and Portland. Language is also being added listing a range of options for ensuring that erosion control measures are installed, and provides some guidance for implementation.

- Revised §29.302 and §29.322, Permits Required, changing the thresholds that trigger a Grading and Erosion Control Permit from one that was volume based to one that considers surface disturbance (excluding gravel and asphalt) and steepness of slope. Unsupported fill slopes and proximity to water bodies are additional permit thresholds.
- Revised §29.303 and §29.339, Exempt Land Use Activities, eliminating a clause referring to development activities that have long since been completed. General Exemptions are deleted because the thresholds listed are redundant and the implementation of some form of erosion control is now required for all regulated activities. Most of the categorical exemptions listed in the existing code are being retained, and new exemptions have been added for routine road maintenance activities conducted by organizations that operate under Limit 10, Section 4d of the Endangered Species Act (e.g. ODOT) and for test pits and borings for septic suitability or geotechnical evaluation. The Limit 10 exemption is added because it is as strict as what the County requires, so no review is needed. Test pits and borings of the type described expose small amounts of soil, so erosion control should not be needed
- Revised §29.305, §29.306, §29.324, and §29.325, clarifying ambiguous language and listing the types of information that must be submitted to obtain a grading and erosion control permit.
- Other sections of the County codes are revised to ensure that cross references are accurate and the grading codes have been re-numbered to facilitate future revisions:

3. **Explain the fiscal impact (current year and ongoing).** These changes will likely mean that fewer grading and erosion control permits will be required; however, these permits do not generate a substantial amount of revenue; therefore, no significant financial impacts are anticipated.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain. Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved.** There are known legal issues. By correcting errors, clarifying the types of actions that require a permit, and streamlining the review process, these revisions should make the erosion control code more effective. Key problems with the existing code, identified by the citizen Taskforce, included the placement of gravel triggering a permit and the 50 cubic yard "volume" based approach to requiring a permit. Both of these have been eliminated and a science based approach is being used that considers the slope of the ground and area disturbed. These amendments should result in fewer projects requiring formal review, freeing up staff to work with landowners to ensure that erosion control measures are properly installed.

The Multnomah County Comprehensive Framework Plan supports these amendments, identifying the protection of the public health, safety, and welfare as a goal of the Land Use Planning Program that is achieved in part by regulating design and construction techniques to ensure "on-site" or "off-site" public harm attributed to soil erosion is avoided, and that drainage of storm water is appropriately managed so as to not adversely affect water quality.

5. **Explain any citizen and/or other government participation that has or will take place.** Because these revisions are to building code, not land use codes, no formal action was required by the Planning Commission. However, the concepts behind these changes have been presented to the Planning Commission at workshops held December 2, 2002 and May 5, 2003 and at a Taskforce meeting held April 29, 2003 to ensure that they were comfortable with the approach.

Required Signatures:

Department/Agency Director: Robert A. Maestre

Date: 06/14/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC Chapter 29, Building Regulations, Relating to Grading And Erosion Control To Correct Errors, Clarify The Types Of Actions That Require A Permit, And Streamline The Review Process

(Language ~~stricken~~ is deleted; underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. Regulating the grading of property under county building codes is necessary to promote the public health, safety and general welfare, ensuring that appropriate steps are taken at the time of development to protect exposed soil surfaces from erosive forces.
- b. While the County's existing grading and erosion control codes have provided some level of protection, they are dated in terms of current erosion control practices and contain erroneous references that must be corrected to avoid confusing the public and undermining the effectiveness of the program.
- c. A citizen taskforce, formed in 2000, prepared recommendations to revise the code, focusing on a reasonable threshold for requiring grading review and standards to be applied as part of that review. Recommendations incorporated into these revised codes are consistent with current science and field practices.
- d. These amendments improve upon the most problematic aspects of the Grading and Erosion Control codes as identified by the taskforce, Planning Commission, and planning staff, including:
 - (1) eliminating language that required a permit for the placement of gravel on a driveway;
 - (2) changing the volume based threshold used for determining when a permit is needed to one that considers area of disturbance and steepness of a slope; and
 - (3) streamlining the review process by only requiring a permit when development is proposed in areas where "science" suggests a significant erosion risk exists.
- e. Although no formal action was taken, or required for these changes, the concepts behind them have been presented to the Planning Commission at workshops held December 2, 2002 and May 5, 2003 and taskforce at a meeting held April 29, 2003 to ensure that they were comfortable with the approach.
- f. The Multnomah County Comprehensive Framework Plan supports these revisions, identifying the protection of the public health, safety, and welfare as a goal of the Land Use Planning Program that is achieved in part by regulating design and construction techniques to ensure "on-site" or "off-site" public harm attributed to soil erosion is avoided, and that drainage of storm water is appropriately managed so as to not adversely affect water quality.

Multnomah County Ordains as follows:

Section 1. §29.300 is renumbered and amended as follows:

§ 29.300330- PURPOSES.

The purposes of the ~~Hillside Development~~ Grading and Erosion Control Subdistrict are to promote the public health, safety and general welfare, and minimize public and private losses due to earth movement hazards in specified areas and minimize erosion and related environmental damage in unincorporated areas of the county, all in accordance with ORS 215, ~~LCDC Statewide Planning Goal No. 7 and~~ OAR 340-41-455 for the Tualatin River Basin, and the County Comprehensive Framework Plan Policy No. 1437. This subdistrict is intended to:

- (A) Protect human life;
- (B) Protect property and structures;
- (C) Minimize expenditures for rescue and relief efforts associated with earth movement failures;
- (D) Control erosion, production and transport of sediment;
- (E) Regulate land development actions including excavation and fills, drainage controls and protect exposed soil surfaces from erosive forces; and
- (F) Control stormwater discharges and protect streams, ponds, and wetlands ~~within the Tualatin River and Balch Creek Drainage Basins.~~

Section 2. §29.301 is renumbered and amended as follows:

§ 29.301331 EROSION CONTROL RELATED DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

~~**CERTIFIED ENGINEERING GEOLOGIST.** Any person who has obtained certification by the state as an engineering geologist.~~

CUT.

- (1) An excavation;
- (2) The difference between a point on the original ground surface and the point of lowest elevation on the final grade;
- (3) The material removed in excavation work.

~~**DEVELOPMENT DISTURBED AREA.** The total area of alteration of the naturally occurring ground surface resulting from construction activities whether permanent or temporary.~~

DRAINAGE AREA. The subject property together with the watershed (acreage) contributing water runoff to and receiving water runoff from the subject property.

DRAINAGEWAY. Any natural or artificial stream, swale, creek, river, ditch, channel, canal or other open water-course.

EARTH MOVEMENT. Any type of land surface failure resulting in the downslope movement of material. The term includes, but is not limited to, soil creep, mudflow, rockslides, block failures, and massive landslides.

EROSION. The wearing away or removal of earth surface materials by the action of natural elements or forces including, but not limited to, wind, water or gravity.

EXCAVATION. Any act by which earth, sand, gravel, rock or any similar material is dug into, cut, quarried, uncovered, removed, displaced, relocated or bulldozed, including the conditions resulting therefrom.

FILL.

(1) Any act by which earth, sand, gravel, rock or similar material is pushed, placed, dumped, stacked, pulled, transported, or in any way moved to a new location above the existing natural surface of the ground or on the top of a stripped surface, including the condition resulting there from.

(2) The difference in elevation between a point on the original ground surface and the point of higher elevation on a finished grade.

(3) The material used to make a fill.

~~———— ***GEOTECHNICAL ENGINEER.*** A civil engineer, licensed to practice in the state, who by training, education and experience is competent in the practice of geotechnical or soils engineering practices.~~

~~———— ***GEOTECHNICAL REPORT.*** Any information required in addition to Form 1 which clarifies the geotechnical conditions of a proposed development site. Examples of this would be reports on test hole borings, laboratory tests or analysis of materials, or hydrologic studies.~~

GRADING. Any stripping, cutting, filling, stockpiling or any combination thereof, including the land in its cut or filled condition.

GRAVEL. Aggregate composed of hard and durable stones or pebbles, crushed or uncrushed, more than half of which is retained on a No. 4 sieve (2 mm).

GROUND DISTURBING ACTIVITY. Any activity that exposes soil through the use of motorized equipment.

~~———— ***HDP FORM 1.*** The form required for specified developments subject to the Hillside Development and Erosion Control Subdistrict. It contains a geotechnical reconnaissance and stability questionnaire which must be filled out and certified by a certified engineering geologist or geotechnical engineer.~~

~~———— ***LAND-DISTURBING ACTIVITIES.*** Any act which alters earth, sand, gravel, or similar materials and exposes the same to the elements of wind, water, or gravity. Land-disturbing activities include: excavations or fills, site grading, and soil storage.~~

MULCH. Organic materials, such as straw, bark, jute, coconut fibers, or nut shells spread over the surface of the ground, especially freshly graded or exposed soils, to prevent physical damage from erosive agents such as storm water, precipitation or wind, and which shield soil surfaces until vegetative cover or other stabilization measures can take effect.

ORDINARY HIGH WATER MARK. Features found by examining the bed and banks of a stream and ascertaining where the presence and action of waters are so common and usual, and so long maintained in all ordinary years, as to mark upon the land a character distinct from that of the abutting upland, particularly with respect to vegetation. For streams where such features cannot be found, the channel bank shall be substituted. In braided channels and alluvial fans, the ordinary high water mark shall be measured to include the entire stream feature.

SLOPE.

- (1) Any ground whose surface makes an angle from the horizontal; or
- (2) The face of an embankment or cut section.

~~———— **SLOPE HAZARD MAP.** A series of maps (Figures 1A through 6A.) prepared by Shannon & Wilson, Inc., dated September, 1978, and on file in the Office of the director, Department of Environmental Services.~~

SPOIL MATERIAL. Any rock, sand, gravel, soil or other earth material removed by excavation or other grading activities.

STREAM. Areas where surface waters flow sufficient to produce a defined channel or bed. A defined channel or bed is indicated by hydraulically sorted sediments or the removal of vegetative litter or loosely rooted vegetation by the action of moving water. The channel or bed need not contain water year-round. This definition is not meant to include irrigation ditches, canals, stormwater runoff devices or other entirely artificial watercourses unless they are used to convey Class 1 or 2 streams naturally occurring prior to construction. Those topographic features resembling streams but which have no defined channels (such as, swales) shall be considered streams when hydrologic and hydraulic analyses performed pursuant to a development proposal predict formation of a defined channel after development.

STREAM PROTECTION. Activities or conditions which avoid or lessen adverse water quality and turbidity effects to a stream.

TOPOGRAPHIC INFORMATION. Surveyed elevation information which details slopes, contour intervals and drainageways. Topographic information shall be prepared by a registered land surveyor or a registered professional engineer qualified to provide such information and represented on maps with a contour interval not to exceed ten feet.

VEGETATION. All plant growth, especially trees, shrubs, grasses and mosses.

VEGETATIVE PROTECTION. Stabilization of erosive or sediment-producing areas by covering the soil with:

- (1) Permanent seeding, producing long-term vegetative cover;
- (2) Short-term seeding, producing temporary vegetative cover;

- (3) Sodding, producing areas covered with a turf or perennial sod-forming grass; or
- (4) Netting with seeding if the final grade has not stabilized.

WATER BODY. Areas permanently or temporarily flooded which may exceed the deepwater boundary of wetlands. Water depth is such that water, and not the air, is the principal medium in which prevalent organisms live. Water bodies include rivers, creeks, lakes, and ponds. Rivers, streams, sloughs, drainages, including intermittent streams and seeps, ponds, lakes, aquifers, wetlands, and coastal waters.

WATERCOURSE. Natural and artificial features which transport surface water. WATERCOURSE includes a river, stream, creek, slough, ditch, canal, or drainageway. A channel in which a flow of water occurs, either continuously or intermittently with some degree of regularity. Watercourses may be either natural or artificial.

Section 3. §29.333 is added as follows:

§ 29.333 REQUIREMENTS FOR A MINIMAL IMPACT PROJECT

The following are the minimum erosion control requirements for all ground disturbing activities where a permit is not otherwise required under §29.30 or exempt under §29.30this subchapter:

(A) Prior to initiating work, persons proposing ground disturbing activities shall provide to the County two copies of a map, drawn to scale, showing the property line locations, area of disturbance, ground topography (contours), roads and driveways, existing structures, trees with eight-inch or greater caliper or an outline of wooded areas, watercourses and include the location of the proposed development(s), erosion control measures, existing sanitary drainfields, existing drywells, and trees proposed for removal.

(B) Persons conducting ground disturbing activities are to utilize erosion control measures prescribed in the current edition of the "Erosion Prevention & Sediment Control Plans Technical Guidance Handbook." Measures are to be installed prior to commencement of grading work and are to be maintained, in working order, through all phases of development.

(C) Persons creating new impervious surfaces exceeding 500 square feet shall install a stormwater drainage system. The system shall be designed to ensure that the rate of runoff for the 10 year 24 hour storm event is no greater than that which existed prior to development at the property line or point of discharge into a watercourse.

(D) The planning director may take steps to ensure compliance with the requirements of this subsection, including but not limited to, field inspections by County staff, post construction certification of the work, and the posting of a notice providing County contact information in the event that questions arise concerning work occurring on-site.

Section 4. §29.302 is renumbered and amended as follows:

§ 29.302-336 PERMITS REQUIRED.

The following activities require a Grading and Erosion Control permit, subject to § 29.305 and § 29.306:

(A) Grading and erosion control permit. All persons proposing site grading All ground disturbing activities where:

(1) Where the volume of soil or earth material disturbed, stored, disposed of or used as fill exceeds 50 cubic yards; More than 10,000 square feet of surface area is disturbed (excluding the placement of gravel, or asphalt) at any one time; or

(2) Which obstructs or alters a drainage course; or Areas disturbed are within 200' by horizontal measurement from the top of the bank of a water body or from the boundary of National Wetlands Inventory mapped wetlands associated with a water body, whichever distance is greater; or

(3) Which takes place within 100 feet by horizontal measurement from the top of the bank of a watercourse, the mean high watermark (line of vegetation) of a body of water, or within the wetlands associated with a watercourse or water body, whichever distance is greater, shall obtain a grading and erosion control permit as prescribed by this Subdistrict, unless exempted by §§ 29.302(B)(2) through (6) or (C) of this subchapter. Development projects subject to a hillside development permit do not require a separate grading and erosion control permit. Slopes before development are greater than 10 percent (10 Horizontal: 1 Vertical); or

(4) Unsupported finished slopes exceed a 33 percent (3 Horizontal: 1 Vertical) grade and five feet in height.

(B) Grading and erosion control permit. All persons proposing land disturbing activities within the Tualatin River and Balch Creek Drainage Basins shall first obtain a grading and erosion control permit, except as provided by § 29.302(C) of this subchapter.

(B) Hydrologic scour attributed to development resulting in visible erosion, turbidity, or sediment deposition within a water body.

(C) Development projects subject to a hillside development permit do not require a separate grading and erosion control permit.

Section 5. §29.303 is renumbered and amended as follows:

§ 29.303339 EXEMPT LAND USES AND ACTIVITIES.

The following are exempt from the provisions of this subchapter:

(A) Prior development. Development activities approved prior to February 20, 1990; except that within such a development, issuance of individual building permits for which application was made after February 20, 1990 shall conform to site specific requirements applicable herein.

(B) General exemptions. Outside the Tualatin River and Balch Creek Drainage Basins, all land disturbing activities outlined below shall be undertaken in a manner designed to minimize earth movement hazards, surface runoff, erosion, and sedimentation and to safeguard life, limb, property, and

the public welfare. A person performing such activities need not apply for a permit pursuant to this Subdistrict if:

- ~~—————(1)——— Natural and finished slopes will be less than 25%;~~
- ~~—————(2)——— The disturbed or filled area is 20,000 square feet or less;~~
- ~~—————(3)——— The volume of soil or earth materials to be stored is 50 cubic yards or less;~~
- ~~—————(4)——— Rainwater runoff is diverted, either during or after construction, from an area smaller than 10,000 square feet;~~
- ~~—————(5)——— Impervious surfaces, if any, of less than 10,000 square feet are to be created; and~~
- ~~—————(6)——— No drainageway is to be blocked or have its stormwater carrying capacities or characteristics modified.~~

~~—————(C)——— Categorical exemptions. Notwithstanding divisions (A) and (B)(1) through (6) of this section, the following activities are exempt from the permit requirements, except that in the Tualatin River Drainage Basin, activities which effect water quality shall require a permit pursuant to OAR 340-41-455(3):~~

~~—————(1A)——— An excavation below finished grade for basements and footings of a building, retaining wall, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation, nor exempt any excavation having an unsupported finished height greater than five feet. Test pits or borings excavated for purposes of geotechnical evaluation or septic system suitability.~~

~~—————(2B)——— Cemetery graves, but not cemetery soil disposal sites.~~

~~—————(3C)——— Excavations for wells, except that sites in the Tualatin Basin shall require Erosion Control Plans for spoils or exposed areas consistent with OAR 340-41-455(3).~~

~~—————(4D)——— Mineral extraction activities as regulated by the county zoning code, except that sites in the Tualatin Basin shall require Erosion Control Plans for spoils or exposed areas consistent with OAR 340-41-455(3).~~

~~—————(5E)——— Exploratory excavations under the direction of certified engineering geologists or geotechnical engineers.~~

~~—————(6F)——— Routine agricultural crop-management practices.~~

~~—————(7G)——— Residential gardening and landscape maintenance at least 100 feet by horizontal measurement from the top of the bank of a watercourse, or the mean high watermark (line of vegetation) of a body of water or wetland.~~

~~—————(8H)——— Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazards.~~

~~—————(9I)——— Forest practices as defined by ORS 527 (the State Forest Practices Act) and approved by the state Department of Forestry. ('90 Code § 9.40.020) (Ord. 847, passed 1996)~~

(J) Grading activities attributed to routine road maintenance when undertaken by an organization operating under Limit 10, Section 4d of the Endangered Species Act,

Section 6. §29.304 is renumbered and amended as follows:

§ 29.304342 APPLICATION INFORMATION REQUIRED.

An application for development subject to the requirements of this Subdistrict shall include two copies of ~~include the following:~~

(A) A map, drawn to scale, showing the property line locations, area of disturbance, ground topography (contours), roads and driveways, existing structures, trees with eight-inch or greater caliper or an outline of wooded areas, watercourses and include the location of the proposed development(s), erosion control measures, existing sanitary drainfields, existing drywells, and trees proposed for removal.

(B) Calculations ~~An estimateing the volume of depths and the extent and location of all proposed cuts and fills.~~

(C) The location of planned and existing sanitary drainfields and drywells. Documents stamped by an Oregon licensed Professional Engineer demonstrating that:

(1) Stormwater runoff attributed to the development will be managed on-site for a storm of ten-year, 24 hour design frequency or, is to be discharged to a watercourse in or adjacent to the property at pre-developed rates;

(2) Surcharges to sanitary drainfields have been reviewed by the City of Portland Sanitarian or other agencies authorized to review waste disposal systems; and

(3) Any new discharges into public right-of-ways have complied with the governing agencies discharge review process;

(D) Narrative, map or plan information necessary to demonstrate compliance with applicable provisions of the county zoning code. The application shall provide applicable supplemental reports, certifications, or plans relative to: engineering, soil characteristics, stormwater drainage, stream protection, erosion control, and/or replanting.

Section 7. §29.305 is renumbered and amended as follows:

§ 29.305345 GRADING AND EROSION CONTROL PERMIT STANDARDS.

Approval of development plans on sites subject to a grading and erosion control permit shall be based on findings that the proposal adequately addresses the following standards. Conditions of approval may be imposed to assure the design meets the standards:

(A) *Design standards for grading and erosion control.*

(1) *Grading standards.*

(a) Fill materials, compaction methods and density specifications shall be indicated. Fill areas intended to support structures shall be identified on the plan. The director may require additional studies or information or work regarding fill materials and compaction;

(b) Cut and fill slopes shall not be steeper than 3:1 unless a geological and/or engineering analysis certifies that steep slopes are safe and erosion control measures are specified;

(c) Cuts and fills shall not endanger or disturb adjoining property;

(d) The proposed drainage system shall have adequate capacity to ~~bypass all sheet flow through the~~ handle stormwater attributed to development on-site for from a storm of ten-year design frequency and maintain the existing flood carrying capacity of all watercourses passing through or adjacent to the property;

(e) Fills shall not encroach on natural watercourses or constructed channels unless measures are approved which will adequately handle the existing flood carrying capacity for the altered portion of the stream.

(2) *Erosion control standards.*

(a) On sites within the Tualatin River Drainage Basin, erosion and stormwater control plans shall satisfy the requirements of OAR 340. Erosion and stormwater control plans shall be designed to perform as prescribed by the currently adopted edition of the "*Erosion Prevention & Sediment Control Plans Technical Guidance Handbook (1994)*" and the "*City of Portland Stormwater Quality Facilities, A Design Guidance Manual (1995)*." ~~Land~~Ground-disturbing activities within the Tualatin Basin shall provide a 100-foot undisturbed buffer from the top of the bank of a stream, or the ordinary high watermark (line of vegetation) of a water body, or within 100 feet of a wetland: unless a mitigation plan consistent with OAR 340 is approved for alterations within the buffer area.

(b) Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one time during construction;

(c) Development plans shall minimize cut or fill operations and ensure conformity with topography so as to create the least erosion potential and adequately accommodate the volume and velocity of surface runoff;

(d) Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;

(e) Whenever feasible, natural vegetation shall be retained, protected, and supplemented;

1. A 100-foot undisturbed buffer of natural vegetation shall be retained from the top of the bank of a stream, or from the ordinary high watermark (line of vegetation) of a water body, or within 100 feet of a wetland;

2. The buffer required in subsection (e)1. may only be disturbed upon the approval of a mitigation plan which utilizes erosion and stormwater control features designed to perform as effectively as those prescribed in the currently adopted edition of the "*Erosion Prevention & Sediment Control Plans Technical Guidance Handbook (1994)*" and the "*City of Portland Stormwater Quality Facilities, A Design Guidance Manual (1995)*" and which is consistent with attaining equivalent surface water quality standards as those established for the Tualatin River Drainage Basin in OAR 340;

(f) Permanent plantings and any required structural erosion control and drainage measures shall be installed as soon as practical;

(g) Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;

(h) Sediment in the runoff water shall be trapped by use of debris basins, silt traps, or other measures until the disturbed area is stabilized;

(i) Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching or seeding;

(j) All drainage provisions shall be designed to adequately carry existing and potential surface runoff to suitable drainageways such as storm drains, natural watercourses, drainage swales, or an approved drywell system;

(k) Where drainage swales are used to divert surface waters, they shall be vegetated or protected as required to minimize potential erosion;

(l) Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:

1. Energy absorbing devices to reduce runoff water velocity;
2. Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;
3. Dispersal of water runoff from developed areas over large undisturbed areas.

(m) Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures;

(n) Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented from leaving the construction site through proper handling, disposal, continuous site monitoring and clean-up activities.

~~(o) On sites within the Balch Creek Drainage Basin, erosion and stormwater control features shall be designed to perform as effectively as those prescribed in the Erosion Control Plans Technical Guidance Handbook (January, 1991). All land disturbing activities within the basin shall be confined to the period between May 1 and October 1 of any year. All permanent vegetation or a winter cover crop shall be seeded or planted by October 1 the same year the development was begun; all soil not covered by buildings or other impervious surfaces must be completely vegetated by December 1 the same year the development was begun.~~

(B) *Responsibility.*

(1) Whenever sedimentation is caused by stripping vegetation, regrading or other development, it shall be the responsibility of the person, corporation or other entity causing such

sedimentation to remove it from all adjoining surfaces and drainage systems prior to issuance of occupancy or final approvals for the project;

(2) It is the responsibility of any person, corporation or other entity doing any act on or across a communal stream, watercourse or swale, or upon the floodplain or right-of-way thereof, to maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain, or right-of-way during such activity, and to return it to its original or equal condition.

(C) *Implementation.*

(1) *Performance bond.* A performance bond may be required to assure the full cost of any required erosion and sediment control measures. The bond may be used to provide for the installation of the measures if not completed by the contractor. The bond shall be released upon determination the control measures have or can be expected to perform satisfactorily. The bond may be waived if the director determines the scale and duration of the project and the potential problems arising therefrom will be minor.

(2) *Inspection and enforcement.* The director may take steps to ensure compliance with the requirements of this subsection, including but not limited to, inspections, peer review of engineering analysis (at the applicant's expense), post construction certification of the work, and the posting of a notice providing County contact information in the event that questions arise concerning work occurring on-site. The requirements of this subdistrict shall be enforced by the planning director. If inspection by county staff reveals erosive conditions which exceed those prescribed by the ~~Hillside Development Permit~~ or Grading and Erosion Control Permit, work may be stopped until appropriate correction measures are completed.

(D) *Final approvals.* A certificate of occupancy or other final approval shall be granted for development subject to the provisions of this subdistrict only upon satisfactory completion of all applicable requirements.

Section 8. § 29.306 is renumbered as follows

29.306-348 PERMIT FEE.

A fee for a grading and erosion control permit is imposed and the amount will be set by Board resolution.

Section 9. §29.320 is renumbered and amended as follows:

§ 29.320-350- PURPOSES.

The purposes of the Grading and Erosion Control ordinance are to promote the public health, safety and general welfare, and minimize erosion and related environmental damage in the West of Sandy River Plan Area of unincorporated Multnomah County, all in accordance with ORS 215, ~~LCDG~~ Statewide Planning Goal No. 6 and the County Comprehensive Framework Plan Policies ~~13 and 14~~ and 37. This subdistrict is intended to:

- (A) Protect human life;
- (B) Protect property and structures;

- (C) Minimize expenditures for rescue and relief efforts associated with earth movement failures;
- (D) Control erosion, production and transport of sediment;
- (E) Regulate land development actions including excavation and fills, drainage controls and protect exposed soil surfaces from erosive forces; and
- (F) Control stormwater discharges and protect streams, ponds, and wetlands.

Section 10. §29.321 is renumbered and amended as follows:

§ 29.321351 EROSION CONTROL RELATED DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

~~———— **CERTIFIED ENGINEERING GEOLOGIST.** Any person who has obtained certification by the state as an engineering geologist.~~

CUT.

- (1) An excavation;
- (2) The difference between a point on the original ground surface and the point of lowest elevation on the final grade;
- (3) The material removed in excavation work.

~~———— **DEVELOPMENT.** Any manmade change defined as buildings or other structures, mining, dredging, paving, filling, or grading in amounts greater than ten (10) cubic yards on any lot or excavation. Any other activity that results in the removal of more than 10 percent of the existing vegetation in a Water Resource Area or Habitat Area on a lot or parcel. (Title 3)~~

DEVELOPMENT DISTURBED AREA. The total area of alteration of the naturally occurring ground surface resulting from construction activities whether permanent or temporary.

DRAINAGE AREA. The subject property together with the watershed (acreage) contributing water runoff to and receiving water runoff from the subject property.

DRAINAGEWAY. Any natural or artificial stream, swale, creek, river, ditch, channel, canal or other open water-course.

EARTH MOVEMENT. Any type of land surface failure resulting in the downslope movement of material. The term includes, but is not limited to, soil creep, mudflow, rockslides, block failures, and massive landslides.

EROSION. The wearing away or removal of earth surface materials by the action of natural elements or forces including, but not limited to, wind, water or gravity.

EXCAVATION. Any act by which earth, sand, gravel, rock or any similar material is dug into, cut, quarried, uncovered, removed, displaced, relocated or bulldozed, including the conditions resulting therefrom.

FILL.

(1) Any act by which earth, sand, gravel, rock or similar material is pushed, placed, dumped, stacked, pulled, transported, or in any way moved to a new location above the existing natural surface of the ground or on the top of a stripped surface, including the condition resulting there from.

(2) The difference in elevation between a point on the original ground surface and the point of higher elevation on a finished grade.

(3) The material used to make a fill.

~~**GEOTECHNICAL ENGINEER.** A civil engineer, licensed to practice in the state, who by training, education and experience is competent in the practice of geotechnical or soils engineering practices.~~

~~**GEOTECHNICAL REPORT.** Any information required in addition to Form 1 which clarifies the geotechnical conditions of a proposed development site. Examples of this would be reports on test hole borings, laboratory tests or analysis of materials, or hydrologic studies.~~

GRADING. Any stripping, cutting, filling, stockpiling or any combination thereof, including the land in its cut or filled condition.

GRAVEL. Aggregate composed of hard and durable stones or pebbles, crushed or uncrushed, more than half of which is retained on a No. 4 sieve (2 mm).

GROUND DISTURBING ACTIVITY. Any activity that exposes soil through the use of motorized equipment.

~~**HDP FORM 1.** The form required for specified developments subject to the Hillside Development and Erosion Control Subdistrict. It contains a geotechnical reconnaissance and stability questionnaire which must be filled out and certified by a certified engineering geologist or geotechnical engineer.~~

~~**LAND-DISTURBING ACTIVITIES.** Any act which alters earth, sand, gravel, or similar materials and exposes the same to the elements of wind, water, or gravity. Land-disturbing activities include: excavations or fills, site grading, and soil storage.~~

MULCH. Organic Mmaterials, such as straw, bark, jute, coconut fibers, or nut shells spread over the surface of the ground, especially freshly graded or exposed soils, to prevent physical damage from erosive agents such as storm water, precipitation or wind, and which shield soil surfaces until vegetative cover or other stabilization measures can take effect.

ORDINARY HIGH WATER MARK. Features found by examining the bed and banks of a stream and ascertaining where the presence and action of waters are so common and usual, and so long maintained in all ordinary years, as to mark upon the land a character distinct from that of the abutting upland, particularly with respect to vegetation. For streams where such features cannot be found, the channel bank shall be substituted. In braided channels and alluvial fans, the ordinary high water mark shall be measured to include the entire stream feature.

SLOPE.

- (1) Any ground whose surface makes an angle from the horizontal; or
- (2) The face of an embankment or cut section.

~~***SLOPE HAZARD MAP.*** A series of maps (Figures 1A through 6A.) prepared by Shannon & Wilson, Inc., dated September, 1978, and on file in the Office of the director, Department of Environmental Services.~~

SPOIL MATERIAL. Any rock, sand, gravel, soil or other earth material removed by excavation or other grading activities.

STREAM. Areas where surface waters flow sufficient to produce a defined channel or bed. A defined channel or bed is indicated by hydraulically sorted sediments or the removal of vegetative litter or loosely rooted vegetation by the action of moving water. The channel or bed need not contain water year-round. This definition is not meant to include irrigation ditches, canals, stormwater runoff devices or other entirely artificial watercourses unless they are used to convey Class 1 or 2 streams naturally occurring prior to construction. Those topographic features resembling streams but which have no defined channels (such as, swales) shall be considered streams when hydrologic and hydraulic analyses performed pursuant to a development proposal predict formation of a defined channel after development.

STREAM PROTECTION. Activities or conditions which avoid or lessen adverse water quality and turbidity effects to a stream.

TOPOGRAPHIC INFORMATION. Surveyed elevation information which details slopes, contour intervals and drainageways. Topographic information shall be prepared by a registered land surveyor or a registered professional engineer qualified to provide such information and represented on maps with a contour interval not to exceed ten feet.

VEGETATION. All plant growth, especially trees, shrubs, grasses and mosses.

VEGETATIVE PROTECTION. Stabilization of erosive or sediment-producing areas by covering the soil with:

- (1) Permanent seeding, producing long-term vegetative cover;
- (2) Short-term seeding, producing temporary vegetative cover;
- (3) Sodding, producing areas covered with a turf or perennial sod-forming grass; or
- (4) Netting with seeding if the final grade has not stabilized.

WATER BODY. ~~Areas permanently or temporarily flooded which may exceed the deepwater boundary of wetlands. Water depth is such that water, and not the air, is the principal medium in which prevalent organisms live. Water bodies include rivers, creeks, lakes, and ponds. Rivers, streams, sloughs, drainages, including intermittent streams and seeps, ponds, lakes, aquifers, wetlands, and coastal waters.~~

WATERCOURSE. ~~Natural and artificial features which transport surface water. WATERCOURSE includes a river, stream, creek, slough, ditch, canal, or drainageway. A channel in which a flow of water occurs, either continuously or intermittently with some degree of regularity. Watercourses may be either natural or artificial.~~

Section 11. §29.353 is added as follows:

§ 29.353 REQUIREMENTS FOR A MINIMAL IMPACT PROJECT

The following are the minimum erosion control requirements for all ground disturbing activities where a permit is not otherwise required under §29.327 or exempt under §29.328 this subchapter:

(A) Prior to initiating work, persons proposing ground disturbing activities shall provide to the County two copies of a map, drawn to scale, showing the property line locations, area of disturbance, ground topography (contours), roads and driveways, existing structures, trees with eight-inch or greater caliper or an outline of wooded areas, watercourses and include the location of the proposed development(s), erosion control measures, existing sanitary drainfields, existing drywells, and trees proposed for removal.

(B) Persons conducting ground disturbing activities are to utilize erosion control measures prescribed in the current edition of the "Erosion Prevention & Sediment Control Plans Technical Guidance Handbook." Measures are to be installed prior to commencement of grading work and are to be maintained, in working order, through all phases of development.

(C) Persons creating new impervious surfaces exceeding 500 square feet shall install a stormwater drainage system. The system shall be designed to ensure that the rate of runoff for the 10 year 24 hour storm event is no greater than that which existed prior to development at the property line or point of discharge into a watercourse.

(D) The planning director may take steps to ensure compliance with the requirements of this subsection, including but not limited to, field inspections by County staff, post construction certification of the work, and the posting of a notice providing County contact information in the event that questions arise concerning work occurring on-site.

Section 12. §29.322 is renumbered and amended as follows:

§ 29.322356 PERMITS REQUIRED.

The following activities require a Grading and Erosion Control permit, subject to § 29.325 and §29.326:

(A) Grading and erosion control permit. All persons proposing land disturbing activities or development All ground disturbing activities where:

(1) Where the volume of soil or earth material disturbed, stored, disposed of or used as fill exceeds 10 cubic yards; More than 10,000 square feet of surface area is disturbed (excluding the placement of gravel, or asphalt) at any one time; or

(2) Which obstructs or alters a drainage course; or Areas disturbed are within 200' by horizontal measurement from the top of the bank of a water body or from the boundary of National Wetlands Inventory mapped wetlands associated with a water body, whichever distance is greater; or

(3) Which takes place within 100 feet by horizontal measurement from the top of the bank of a watercourse, the mean high watermark (line of vegetation) of a body of water, or within the wetlands associated with a watercourse or water body, whichever distance is greater, shall obtain a grading and erosion control permit as prescribed by this subdistrict, unless exempted by §§ 29.323(B)(2) through (6) or (C) of this subchapter. Development projects subject to a hillside development permit do

~~not require a separate grading and erosion control permit. Slopes before development are greater than 10 percent (10 Horizontal: 1 Vertical); or~~

~~(4) Unsupported finished slopes exceed a 33 percent (3 Horizontal: 1 Vertical) grade and five feet in height.~~

~~(B) Grading and erosion control permit. All persons proposing land disturbing activities within the Tualatin River and Balch Creek Drainage Basins shall first obtain a grading and erosion control permit, except as provided by § 29.323(C) of this subchapter.~~

~~(B) Hydrologic scour attributed to development resulting in visible erosion, turbidity, or sediment deposition within a water body.~~

~~(C) Development projects subject to a hillside development permit do not require a separate grading and erosion control permit.~~

Section 13. §29.323 is renumbered and amended as follows:

§ 29.323359 EXEMPT LAND USES AND ACTIVITIES.

The following are exempt from the provisions of this subchapter:

~~(A) Prior development. Development activities approved prior to February 20, 1990; except that within such a development, issuance of individual building permits for which application was made after February 20, 1990 shall conform to site specific requirements applicable herein.~~

~~(B) General exemptions. Outside the Tualatin River and Balch Creek Drainage Basins, all land disturbing activities outlined below shall be undertaken in a manner designed to minimize earth movement hazards, surface runoff, erosion, and sedimentation and to safeguard life, limb, property, and the public welfare. A person performing such activities need not apply for a permit pursuant to this Subdistrict if:~~

~~(1) Natural and finished slopes will be less than 25%;~~

~~(2) The disturbed or filled area is 20,000 square feet or less;~~

~~(3) The volume of soil or earth materials to be stored is 10 cubic yards or less;~~

~~(4) Rainwater runoff is diverted, either during or after construction, from an area smaller than 10,000 square feet;~~

~~(5) Impervious surfaces, if any, of less than 10,000 square feet are to be created; and~~

~~(6) No drainageway is to be blocked or have its stormwater carrying capacities or characteristics modified.~~

~~(C) Categorical exemptions. Notwithstanding divisions (A) and (B)(1) through (6) of this section, the following activities are exempt from the permit requirements:~~

~~(1A) An excavation below finished grade for basements and footings of a building, retaining wall, or other structure authorized by a valid building permit. This shall not exempt any fill made with the material from such excavation, nor exempt any excavation having an unsupported finished~~

height greater than five feet. Test pits or borings excavated for purposes of geotechnical evaluation or septic system suitability.

———(2B) Cemetery graves, but not cemetery soil disposal sites.

———(3C) Excavations for wells, ~~except that sites in the Tualatin Basin shall require Erosion Control Plans for spoils or exposed areas consistent with OAR 340 41 455(3).~~

———(4D) Mineral extraction activities as regulated by the county zoning code.

———(5E) Exploratory excavations under the direction of certified engineering geologists or geotechnical engineers.

———(6F) Routine agricultural ~~crop~~ management practices.

———(7G) Residential gardening and landscape maintenance at least 100 feet by horizontal measurement from the top of the bank of a watercourse, or the mean high watermark (line of vegetation) of a body of water or wetland.

———(8H) Emergency response activities intended to reduce or eliminate an immediate danger to life, property, or flood or fire hazards.

———(9I) Forest practices as defined by ORS 527 (the State Forest Practices Act) and approved by the state Department of Forestry.

———(J) Grading activities attributed to routine road maintenance when undertaken by an organization operating under Limit 10, Section 4d of the Endangered Species Act.

Section 14. §29.324 is renumbered and amended as follows:

§ 29.324362 APPLICATION INFORMATION REQUIRED.

An application for development subject to the requirements of this subdistrict shall include two copies of the following:

(A) A map, drawn to scale, showing the property line locations, area of disturbance, ground topography (contours), roads and driveways, existing structures, trees with eight-inch or greater caliper or an outline of wooded areas, watercourses and include the location of the proposed development(s), erosion control measures, existing sanitary drainfields, existing drywells, and trees proposed for removal.

(B) Calculations ~~An estimating the volume of depths and the extent and location of all~~ proposed cuts and fills.

(C) The location of planned and existing sanitary drainfields and drywells. Documents stamped by an Oregon licensed Professional Engineer demonstrating that:

(1) Stormwater runoff attributed to the development will be managed on-site for a storm of ten-year, 24 hour design frequency or, is to be discharged to a watercourse in or adjacent to the property at pre-developed rates;

(2) Surcharges to sanitary drainfields have been reviewed by the City of Portland Sanitarian or other agencies authorized to review waste disposal systems; and

(3) Any new discharges into public right-of-ways have complied with the governing agencies discharge review process;

(D) Narrative, map or plan information necessary to demonstrate compliance with applicable provisions of the county zoning code. The application shall provide applicable supplemental reports, certifications, or plans relative to: engineering, soil characteristics, stormwater drainage, stream protection, erosion control, and/or replanting.

Section 15. §29.325 is renumbered and amended as follows:

§ 29.325365 GRADING AND EROSION CONTROL PERMIT STANDARDS.

Approval of development plans on sites subject to a grading and erosion control permit shall be based on findings that the proposal adequately addresses the following standards. Conditions of approval may be imposed to assure the design meets the standards:

(A) Design standards for grading and erosion control.

(1) Grading standards.

(a) Fill materials, compaction methods and density specifications shall be indicated. Fill areas intended to support structures shall be identified on the plan. The director may require additional studies or information or work regarding fill materials and compaction;

(b) Cut and fill slopes shall not be steeper than 3:1 unless a geological and/or engineering analysis certifies that steep slopes are safe and erosion control measures are specified;

(c) Cuts and fills shall not endanger or disturb adjoining property;

(d) The proposed drainage system shall have adequate capacity to ~~bypass all sheet flow through the~~ handle stormwater attributed to development on-site for from a storm of ten-year design frequency and maintain the existing flood carrying capacity of all watercourses passing through or adjacent to the property;

(e) Fills shall not encroach on natural watercourses or constructed channels unless measures are approved which will adequately handle the existing flood carrying capacity for the altered portion of the stream.

(2) Erosion control standards.

(a) Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one time during construction;

(b) Development plans shall minimize cut or fill operations and ensure conformity with topography so as to create the least erosion potential and adequately accommodate the volume and velocity of surface runoff;

(c) Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;

(d) Whenever feasible, natural vegetation shall be retained, protected, and supplemented;

1. A 100-foot undisturbed buffer of natural vegetation shall be retained from the top of the bank of a stream, or from the ordinary high watermark (line of vegetation) of a water body, or within 100 feet of a wetland;

2. The buffer required in subsection (d)1. may only be disturbed upon the approval of a mitigation plan which utilizes erosion and stormwater control features designed to perform as effectively as those prescribed in the currently adopted edition of the "Erosion Prevention & Sediment Control Plans Technical Guidance Handbook" and the "City of Portland Stormwater Quality Facilities, A Design Manual (1995)" and which is consistent with attaining equivalent surface water quality standards as those established for the Tualatin River Drainage Basin in OAR 340;

(e) Permanent plantings and any required structural erosion control and drainage measures shall be installed as soon as practical;

(f) Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;

(g) Sediment in the runoff water shall be trapped by use of debris basins, silt traps, or other measures until the disturbed area is stabilized;

(h) Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching or seeding;

(i) All drainage provisions shall be designed to adequately carry existing and potential surface runoff to suitable drainageways such as storm drains, natural watercourses, drainage swales, or an approved drywell system;

(j) Where drainage swales are used to divert surface waters, they shall be vegetated or protected as required to minimize potential erosion;

(k) Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:

1. Energy absorbing devices to reduce runoff water velocity;

2. Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;

3. Dispersal of water runoff from developed areas over large undisturbed areas.

(l) Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures;

(m) Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be

prevented from leaving the construction site through proper handling, disposal, continuous site monitoring and clean-up activities.

(B) Responsibility

(1) Whenever sedimentation is caused by stripping vegetation, regrading or other development, it shall be the responsibility of the person, corporation or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems prior to issuance of occupancy or final approvals for the project;

(2) It is the responsibility of any person, corporation or other entity doing any act on or across a communal stream, watercourse or swale, or upon the floodplain or right-of-way thereof, to maintain as nearly as possible in its present state the stream, watercourse, swale, floodplain, or right-of-way during such activity, and to return it to its original or equal condition.

(C) Implementation.

(1) Performance bond. A performance bond may be required to assure the full cost of any required erosion and sediment control measures. The bond may be used to provide for the installation of the measures if not completed by the contractor. The bond shall be released upon determination the control measures have or can be expected to perform satisfactorily. The bond may be waived if the director determines the scale and duration of the project and the potential problems arising therefrom will be minor.

(2) Inspection and enforcement. The director may take steps to ensure compliance with the requirements of this sub-section, including but not limited to, inspections, peer review of engineering analysis (at the applicant's expense), post construction certification of work, and the posting of a notice providing County contact information in the event that questions arise concerning work occurring on-site. The requirements of this subdistrict shall be enforced by the planning director. If inspection by county staff reveals erosive conditions which exceed those prescribed by the ~~Hillside Development Permit or Grading and Erosion Control Permit~~, work may be stopped until appropriate correction measures are completed.

(D) Final approvals. A certificate of occupancy or other final approval shall be granted for development subject to the provisions of this subdistrict only upon satisfactory completion of all applicable requirements.

Section 16. § 33.6183 is amended as follows

33.6183 APPROVAL CRITERIA FOR LANDS NOT ZONED EXCLUSIVE FARM USE.

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

(A) General and Operating Requirements

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

- (a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;
- (b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.300 through ~~29.305~~345 when applicable;
- (c) The facility shall comply with Flood Hazard regulations of MCC 29.600 through 29.611 when applicable; and
- (d) Alteration or disturbance of native vegetation and topography shall be minimized.

Section 17. § 34.6183 is amended as follows

34.6183 APPROVAL CRITERIA FOR LANDS NOT ZONED EXCLUSIVE FARM USE.

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

(A) General and Operating Requirements

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

- (a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;
- (b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.300 through ~~29.305~~345 when applicable;
- (c) The facility shall comply with Flood Hazard regulations of MCC 29.600 through 29.611 when applicable; and
- (d) Alteration or disturbance of native vegetation and topography shall be minimized.

Section 18. § 35.6183 is amended as follows

35.6183 APPROVAL CRITERIA FOR LANDS NOT ZONED EXCLUSIVE FARM USE.

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

(A) General and Operating Requirements

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

(a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;

(b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.300 through ~~29.305-345~~ when applicable;

(c) The facility shall comply with Flood Hazard regulations of MCC 29.600 through 29.611 when applicable; and

(d) Alteration or disturbance of native vegetation and topography shall be minimized.

Section 19. § 36.6183 is amended as follows

36.6183 APPROVAL CRITERIA FOR LANDS NOT ZONED EXCLUSIVE FARM USE.

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

(A) General and Operating Requirements

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

(a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;

(b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.300 ~~350~~ through ~~29.305-365~~ when applicable;

(c) The facility shall comply with Flood Hazard regulations of MCC ~~29.600-620~~ through ~~29.611-630~~ when applicable; and

(d) Alteration or disturbance of native vegetation and topography shall be minimized.

Section 20. § 36.2060 is amended as follows

36.2060 DIMENSIONAL REQUIREMENTS.

(I) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 21. § 36.2660 is amended as follows

36.2660 DIMENSIONAL REQUIREMENTS.

(G) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 22. § 36.2855 is amended as follows

36.2855 DIMENSIONAL STANDARDS AND DEVELOPMENT REQUIREMENTS.

(G) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 23. § 36.3155 is amended as follows

36.3155 DIMENSIONAL STANDARDS AND DEVELOPMENT REQUIREMENTS.

(G) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 24. § 36.3355 is amended as follows

36.3355 DIMENSIONAL STANDARDS AND DEVELOPMENT REQUIREMENTS.

(F) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 25. § 36.3455 is amended as follows

36.3455 DIMENSIONAL STANDARDS AND DEVELOPMENT REQUIREMENTS.

(F) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

Section 26. § 36.3550 is amended as follows

36.3550 DIMENSIONAL STANDARDS AND DEVELOPMENT REQUIREMENTS.

(F) Grading and erosion control measures sufficient to ensure that visible or measurable erosion does not leave the site shall be maintained during development. A grading and erosion control permit shall be obtained for development that is subject to MCC Chapter 29.300.

FIRST READING:

June 24, 2004

SECOND READING AND ADOPTION:

July 8, 2004

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

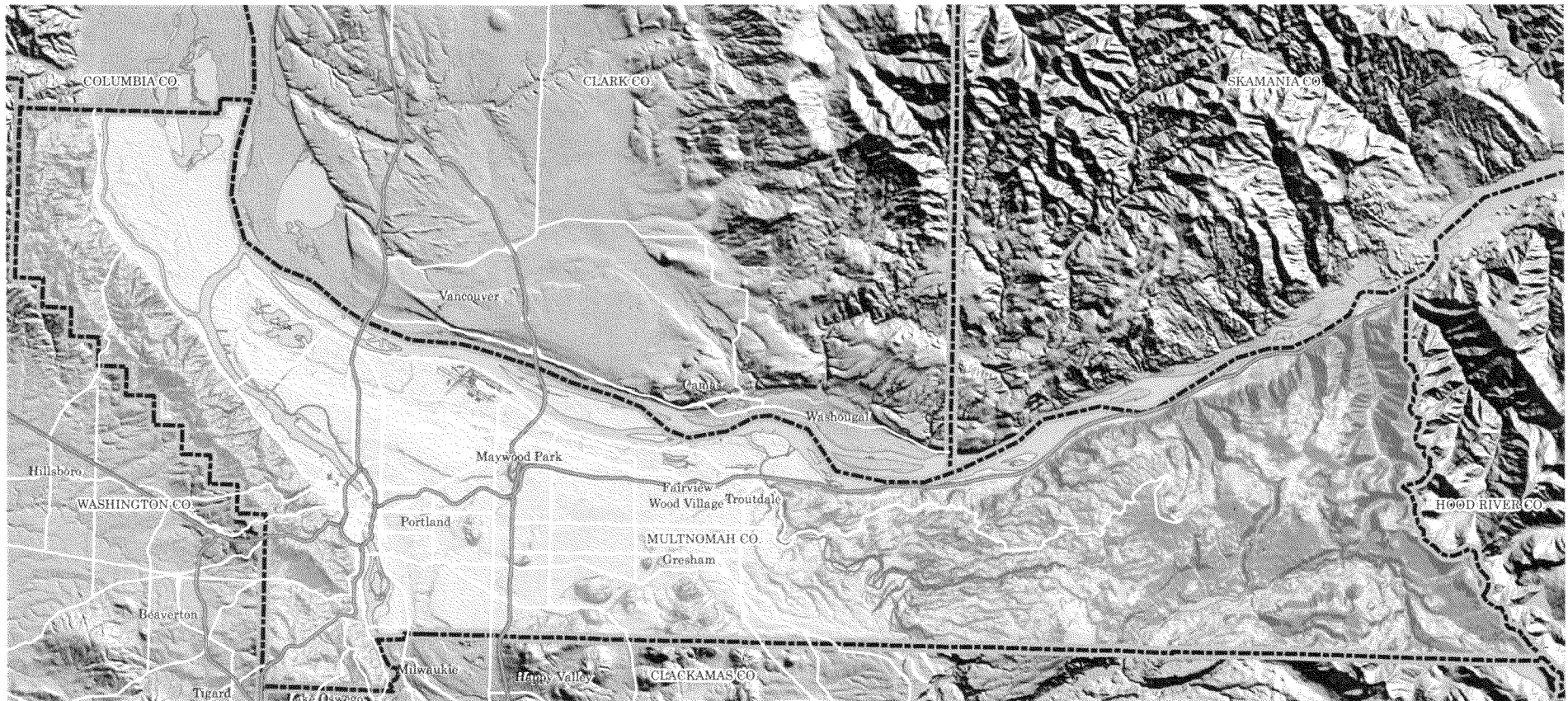
REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney

Slope Class Map

Multnomah County, Oregon - Land Use and Transportation



DISCLAIMER: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. Multnomah County GIS disclaims all responsibility for the accuracy or completeness of the data shown hereon.



0 2.5 5 10 Miles

Legend - Percent Slope

- 0 - 10 %
- 10 - 25 %
- 25 - 40 %
- 40+ %

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-11

Est. Start Time: 10:40 AM

Date Submitted: 06/01/04

Requested Date: June 24, 2004

Time Requested: 10 minutes

Department: Non-Departmental **Division:** Commission on Children, Families & Community

Contact/s: Fredrick King, Wendy Lebow

Phone: (Fredrick) 988-5034, (Wendy) 988-6981 **Ext.:** 85034, 86981 **I/O Address:** 166/6

Presenters: Fredrick King, Wendy Lebow

Agenda Title: Biennial Coordinated Comprehensive Plan Update for Children, Families and Community (SB 555)

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Commission on Children, Families and Community is recommending approval of the Coordinated Comprehensive Plan Update for Children, Families and Community.

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

Senate Bill 555 (SB 555), established by the 1999 Legislature, provides comprehensive planning and policy direction for Oregon's children and families. A requirement of SB 555 is development of a local coordinated comprehensive plan for children and families. Multnomah County completed its initial plan in 2002. Another requirement of SB 555 is that the plan to be updated every two years. Similar to the original plan, this update was developed by lead staff, with extensive community input.

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

None.

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

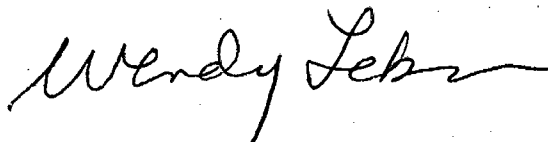
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
None.


5. Explain any citizen and/or other government participation that has or will take place.
There has been extensive participation in the preparation of this update by many citizens, agencies and County departments, as well as other local government and State staff.

Required Signatures:



Department/Agency Director: _____ Date: 06/01/04

Budget Analyst

By:  _____ Date: 06/01/04

Dept/Countywide HR

By: _____ Date:

Coordinated Comprehensive Plan for Children, Families and Community: Biennial Update

**Submitted for the Approval of:
Commission on Children, Families and Community Board
and
Multnomah County Board of Commissioners**

June 1, 2004



**Commission on Children, Families and Community
Of Multnomah County**

**Coordinated Comprehensive Plan for Children,
Families and Community: Biennial Update**

Acknowledgments:

Many thanks to the individuals and groups who provided updates for this plan. We appreciate and are inspired by your dedication to children, youth, families and people living on a low income.

Prepared by:

Fredrick King, CCFC Senior Research and Evaluation Analyst

Sonali S. Balajee, CCFC

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Elana Emlen, CCFC

Angela Garcia, CCFC

Lisa Hansell, CCFC

Janet Hawkins, CCFC

Larry Langdon, Department of County Human Services (DCHS)

Nancy Martin, DCHS

Patti MacRae, Morrison Child and Family Services

Kylie Meiner, Health Department

John Pearson, DCHS

Chiquita Rollins, DCHS

Diane Ruminski, Health Department

Virginia Schmitz, Health Department

June 1, 2004

Commission on Children, Families and Community of Multnomah County (CCFC)
421 SW Sixth Avenue, 6th Floor
Portland, Oregon 97204
(503) 988-4502

Making Multnomah County A Great Place to Grow Up and Live

Executive Summary

The original Coordinated Comprehensive Plan for Children, Families and Community, developed in January 2002, provided an overview of Multnomah County's methods for achieving nineteen high level outcomes identified by the Oregon Commission on Children and Families. The two and a half years since the plan was written, have seen many changes in the demographic make-up of the county, the conditions within local communities that drive the need for human services, and funding available for these services. In response to these changing conditions, the County has revised its priorities and the strategies it uses to achieve these outcomes.

This biennial update reflects how the conditions and strategies have changed in the past two years. It was developed with the coordinated efforts of staff of the County Health Department, the Department of County Human Services, the Department of Community Justice, Morrison Child and Family Services and the Commission on Children, Families and Community. Further, this update was prepared in accordance with Senate Bill 555 and the related planning guidelines issued by the Oregon Commission on Children and Families.

Highlights of the updated plan include:

1. The addition of several new partners in efforts to achieve positive outcomes for the community, including:
 - Community Action to Reduce Substance Abuse (CARSA Coalition)
 - City of Portland – Bureau of Housing and Community Development
 - State of Oregon – Department of Human Services
 - Crossroads – Consumer Organization
 - Portland State University
 - Oregon Department of Human Services - Child Welfare, Service Delivery Area 2
 - IRCO/Healthy Start Program
 - Pdxmensnet (A network dedicated to increased awareness of needs, programs and services for boys and young men)
2. A focus by the Department of Community Justice Juvenile Services Diversion Services, Division Counseling Unit and Probation on highest risk youth, due to budget cuts and reduced staffing levels.

Successes in implementation of the Coordinated Plan since 2002 include:

- Improved coordination with change in programs or services (Joint A&D Treatment Procurement – DCJ and DCHS)
- Partnership in the Oregon Tax Credit Coalition's work to increase the number of low-income taxpayers filing for earned income and childcare credit programs
- Partnership with the Oregon Hunger Relief Task Force, Portland Public Schools, and Gresham-Barlow Schools to complete an application to United Way to support the expansion of the Summer Food Program in Multnomah County

Multnomah County Biennial Plan Update (Phase III)

- Partnership with OregonHelps!, a website that provides information on program eligibility for 28 different programs and services to low-income consumers
- Reorganization of Juvenile Services Division to work more intensively with fewer youth
- Significant improvements in the quality and quantity of alcohol and drug treatment services
- Universal birth screening and home visit services for those in need through the Healthy Start program
- Increased number of providers who routinely conduct domestic violence screening of pregnant women
- Improved access to community immunization clinics
- The creation of a web-based tool that parents and organizations can use to locate parent educators (www.ourcommission.org/pearl), and quarterly information/networking breakfasts for parent educators
- A pilot project for child care center directors to have specialized training towards a Director Credential.
- Improved coordination of mental health, drug/alcohol service and early childhood education providers, including a large-scale gathering in 2003 (Together for Kids: Together We're Better)
- A partnership with law enforcement officials, the District Attorney's office, and the judiciary to examine the role that specific professional practices and individual or organizational worldviews might be playing in perpetuating disproportionate representation of minorities in the criminal justice system
- The Communities of Color Partnership (COCOP), which focuses services on youth of color in the justice system who are at high-risk to re-offend (approximately 100 youth)
- The Commission on Children, Families and Community has taken leadership in creating three planning framework documents – Early Childhood Framework, School Age Policy Framework, and Poverty Elimination Framework – that outline community engagement in support of children, youth, families, and persons living on a low-income.

The above efforts are having positive impacts on the community. Clearly, there are a myriad of challenges ahead and much work to be done. This Plan Update provides the County Board of Commissioners, the Commission on Children, Families and Community, and the community at large a chance to reflect on the current status, reflect on successes, and plan for next steps to reach our shared goals for making changing lives and making Multnomah County a great place to grow up and live, for everyone.

Coordinated Comprehensive Plan for Children, Families and Community: Biennial Update

- Part 1 -- Plan update process and partners involved
- Part 2 -- Plan implementation and changes since January 2002

Part 1. Plan Update Process and Partnerships

The following are local responses to questions developed by the Oregon Commission on Children, Families for this Plan Update.

- 1.a.) Please outline the process you used to complete the plan update in your county. Provide enough detail to show the decision-making process used.

After review of the Coordinated Plan, staff of the Commission on Children, Families and Community (CCFC) discussed the update requirements. For each high-level outcome, a county staff member or community partner was identified as lead staff for updating that section of the plan. Each of these lead staff members were provided with a copy of the plan and asked to review their section in terms of the following:

- Its relevance to current community conditions
- Changes in services due to funding changes since January 2002
- Changes in partnerships since January 2002
- Changes in priorities since January 2002 successes

The following lead staff members were asked to:

- Indicate what updates to the Coordinated Plan were appropriate, including any new information and planning that will bring the plan up to date.
- Bring these updates back to their respective community groups and committees for approval.

High Level Outcome	Lead Staff
#1 – Reduce Adult Substance Abuse #10 – Decrease Student Alcohol Use #11 – Decrease Student Drug Use	Nancy Martin, Larry Langdon and John Pearson
#2 – Reduce Domestic Violence	Chiquita Rollins
#3 – Reduce Poverty	Janet Hawkins
#4 – Reduce Child Maltreatment	Angela Garcia
#5 – Improve Prenatal Care #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy	Diane Ruminski
#6 – Increase Immunizations	Virginia Schmitz
#8 – Increase Child Care Availability #9 – Improve Readiness to Learn	Elana Emlen, Lisa Hansell
#12 – Decrease Student Tobacco Use	Kylie Meiner

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#13 – Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism	Benjamin Chambers
#16 – Reduce Teen Pregnancy	Patti MacRae, Morrison Child and Family Services
#17 – Decrease Youth Suicide	Angela Garcia
#18 – Reduce High School Drop Out Rate	Sonali Balajee
#19 – Increase Community Engagement	Sonali Balajee, Janet Hawkins

Narratives for the following High Level Outcomes were revised and are attached:

- HLO #2 – Reduce Domestic Violence
- HLO #3 - Reduce Poverty
- HLO #5 – Improve Prenatal Care and HLO #7 – Reduce Alcohol, Tobacco, and Other
Drug Use During Pregnancy
- HLO #6 – Increase Immunizations
- HLO #12 – Decrease Student Tobacco Use
- HLO #16 – Reduce Teen Pregnancy
- HLO #19 – Increase Community Engagement

Note that HLO #3 was significantly updated to reflect new poverty data as well as to describe new service collaborations, changed or modified social/housing services, and gaps left by the loss of some specific services. The Commission on Children, Families and Community's Poverty Advisory Committee (PAC) approved the draft HLO #3 Reduce Poverty Section at its meeting. PAC is comprised of community advocates, agency staff, government representatives and people living on a low-income. It is charged with policy oversight and planning for the County's anti-poverty programs. The Committee is currently working with its community partners on implementation planning for the Poverty Elimination Framework, which was approved by the County Board of Commissioners in November 2003. The Framework will guide County policy and programs intended to reduce poverty in Multnomah County. A copy of the Poverty Elimination Framework is attached to this Plan Update document.

The original version of this plan, completed at January 2002, can be seen on the Commission on Children, Families and Community web site:

<http://www.ourcommission.org/pdf/stateplanpdfs/finalplan.pdf>

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1.b.) The following partners participated in this Plan Update process.

Question 1.b. – Checklist of Plan Update participants	HLO 1, 10, 11	HLO 2	HLO 3	HLO 4	HLO 5, 7	HLO 6	HLO 8, 9	HLO 12	HLO 13, 14, 15	HLO 16	HLO 17	HLO 18	HLO 19
Community residents:													
General population		✓					✓	✓					
Youth													
Clients/consumers	✓		✓										
People with special needs													
Groups of diverse populations		✓	✓					✓					
County human services agency	✓	✓	✓										
Other county government entity	✓	✓											
Juvenile justice:													
Juvenile departments	✓								✓				
Parole/probation	✓								✓				
Service providers	✓												
Dept. of Human Services:								✓					
Abuse and neglect		✓											
Food, cash, housing			✓										
Disability services		✓											
Service providers			✓								✓		
Safety Net											✓		
Alcohol & drug prevention													
Prevention coordinators	✓												
Service providers	✓												

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	HLO 1, 10, 11	HLO 2	HLO 3	HLO 4	HLO 5, 7	HLO 6	HLO 8, 9	HLO 12	HLO 13, 14, 15	HLO 16	HLO 17	HLO 18	HLO 19
Public health departments					✓	✓		✓		✓			
Local mental health authority	✓	✓											
Mental health organizations							✓						
Domestic violence organizations		✓											
Advocacy groups			✓					✓			✓		
After-school programs	✓												
Child care providers							✓						
Child Care resource and referral													
Early childhood team representatives							✓						
Early Intervention/Early Childhood Special Education							✓						
Head Start/Oregon PreKindergarten						✓	✓						
Businesses													
Chamber of Commerce													
Service Clubs													
Faith Community													
Tribal governments													
Police													
Neighborhood coalitions													
K-12 education:													
Specific schools													
Parent teacher associations													
School Board													

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School district								✓					
	HLO 1, 10, 11	HLO 2	HLO 3	HLO 4	HLO 5,7	HLO 6	HLO 8, 9	HLO 12	HLO 13, 14, 15	HLO 16	HLO 17	HLO 18	HLO 19
Alternative schools													
Educational Service District						✓							
Community Action Agency			✓										
Community Partnership Teams													
Other: Non-profit health agencies								✓					
Other: CCFC Poverty Advisory Committee			✓										
Other: Group III	✓												
Other: Housing Authority of Portland	✓												
Other: Private non-profit teen parent services										✓			

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1.c.) What new partners have been added since the 2001 planning process? What is their role? Have any stopped participating? For what reason?

	New Partners	Added to a strategy?	Partners that Left	Reason, if known
HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use, #11 Decrease Student Drug Use	CARSA Coalition (Community Action to Reduce Substance Abuse)	No – but potentially in the future	Clean Court	Program to be cut by DCJ – due to budget cuts.
	County Office of School & Community Partnerships /School-Age Policy Framework	No – but potentially in the future.		
	Volunteers of America	No – but potentially in the future.		
	Morrison Center	No – but potentially in the future		
HLO #3, Poverty	City of Portland - BHCD	Yes - involved in the strategy development for the Poverty Elimination Framework implementation plan	N/A	
	State of Oregon - DHS	[Same as above.]		
	Crossroads – Consumer Organization	[Same as above.]		
	United Way of the Columbia-Willamette	[Same as above.]		
HLO #6, Increase Immunizations	Nursing Students from area Nursing Schools	No but possibly in the future	Neighborhood Health Clinics	Severe budget cuts forced the organization to close their clinics
			Metropolitan Medical Foundation of Oregon	Completion of project activity
			Walgreen Pharmacies	Completion of project activity
HLO #12, Teen Tobacco Use	Portland State University	N/A	African American Health Coalition	<i>Various Reasons: Lack of staff, lost funding, lost interest</i>
			David Douglas School District	
			Just Out	
			Kaiser Permanente	
			Mount Scott Learning Center	
			Multnomah County Drug and Alcohol Program	
			Providence Health Systems	
			Regional Drug Initiative	
			Urban League of Portland	

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	New Partners	Added to a strategy?	Partners that Left	Reason, if known
HLO #16, Reduce Teen Pregnancy	DHS Child Welfare, SDA2	Participating on Teen Parent Network steering committee - advocacy	Dept. of Justice	No staff assigned to attend meetings
	IRCO/Healthy Start Program	No, but possibly in the future. Currently attending network meetings	Eastwind Family Center	Pregnancy prevention program ("get a clue") is ending
	Pdxmensnet – a network dedicated to increased awareness of needs, programs and services for boys and young men	Yes – male involvement and fatherhood.		
HLO #17, Decrease Youth Suicide			Note: No county staff currently holds responsibility for this area.	Loss of funding
HLO #18, Reduce High School Dropout Rate	Office of School and Community Partnerships (OSCP)	Yes – School Age Policy Framework (SAPF) – Coordination and Integration of Youth Services	Lewis and Clark	Unknown
			Family Service Centers	Such centers are different in the SAPF
			Take The Time Initiative	This initiative is now housed at another agency.
HLO #2 – Reduce Domestic Violence	Soroptimists International	No	AAPN/NIA	Closed down
			OHDC	Closed Portland office
			LOTUS	Unable to spare staff

HLO #19 – Community Engagement: No new partners have been added since 2001 and no partners have stopped participating. This HLO is in an early stage of development due to CCFC refocusing its efforts following budget cuts. Additional community input will be sought during the upcoming months.

Part 2 – Plan Implementation

2. Reviewing the plan

2.a.) Data and data analysis -- What significant differences, if any, in the county population were shown in the current demographic data?

No significant differences in the data for:

HLO #6, Immunizations

HLO #8 Increase Child Care Availability and #9 Improve Readiness to Learn

The following are the most significant differences in the data for each of the HLOs:

HLO #1 Reduce Adult Substance Abuse and #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

- Continuing increase in Hispanic/Latino population.

HLO #2 – Reduce Domestic Violence

- Slight decrease of 8% in police reports of domestic violence since 1999 to 2002. (Note 37% decrease in reports of all person crimes, so domestic violence is now the majority of reported violent crime.)

HLO #3, Poverty

- Due in part to Oregon's economic recession, the number of TANF average caseload of participants has increased to 5,133 from the 4,225 average caseload reported in the 2001 Coordinated Plan.
- Participation by children and youth in the Free/Reduced School Lunch program has increased from 30% of students in the County to 35.8% of all students.
- Food insecurity is a problem for many Multnomah County families as indicated by increasing participation in the Food Stamp Program. The average monthly caseload of Food Stamp Program households increased to 36,475 in the current year, a large increase from 13,360 in FY 2000-01.

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

- Slight increase in low birth weight rate across all racial/ethnic groups, a reversal of several years of decreasing rate.

HLO #12, Decrease Teen Tobacco Use

- Eighth grade tobacco use dropped from 11.7% to 10%.

HLO #13, Decrease Juvenile Arrests, #14 – Maintain OYA Bed Use and #15 – Reduce Juvenile Recidivism

- Latino population has nearly doubled, to 9.7%.

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HLO #16, Reduce Teen Pregnancy

- Teen Pregnancy and birth rates have continued to decline in Multnomah County and in the state. Teen pregnancy continues to decrease from 83.3 per 1000 in 1998 to 67.2 in 2002
- Repeat births: In 2002, 22.9% of Multnomah County births to adolescents were second and higher order births, a slight increase over the 1999 rate of 20.6%
- Pregnancies among white teens are proportionately lower than two years ago, while pregnancies among Hispanic teens are 7% higher than in 2000.

HLO #17 – Decrease Youth Suicide

- The rate in Multnomah County went from 167 per 100,000 in 1997 to 199 per 100,000 in 2002.
- State suicide rates for this age group changed as follows:

Year	Number of suicides
1998	26
1999	29
2000	37
2001	20
2002	23

Note: No county staff currently holds responsibility for this area.

HLO #18, Reduce High School Dropout Rate

- Percent of Students Dropping out of high school in Multnomah County in 2001: 8.5%, 2002: 7.7%, in 2003: 7.3%.
- Number of school-age children (5-17) living in Multnomah County: Roughly 110,000.
- Number enrolled in eight school districts: 93,921 in 2000-01.
- Oregon Dropout Rates by ethnicity:

	Latino	Black	Asian/Pacific Islander	White	Native American
2001	11.3%	11.0%	4.4%	4.5%	8.9%
2002	10.4%	9.5%	3.6%	4.0%	6.9%
2003	9.1%	9.0%	3.8%	3.6%	6.3%

HLO #19, Increase Community Engagement

- Voting behavior for the population as a whole remains constant. However, decreasing numbers of particular populations, (e.g., youth, people of color, ethnic groups, etc.), are participating in elections. Fortunately, there are a number of new efforts (20) in Multnomah County that are conducting voter registration and education campaigns.

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- Volunteerism has dropped significantly in past decade. Only 22% of Multnomah County residents over 18 years old, give "50 or more hour per year" to volunteer efforts.
- There was a statewide "jump" in the 2002 statewide measure for "Feeling of Community," probably related to strong support for community-based work related to the 9/11 terrorist attack.
- There are a number of non-profit organizations organized to provide input to public schools in Multnomah County. Many of them represent the interests of particular cultural or ethnic populations.
- The Multnomah Youth Commission has taken on new leadership in the area of community mobilization for young people by becoming involved in a number of civic engagement projects.

2.b.) Priorities & strategies: After county partners review the current priorities and strategies, list any changes made for 2004-06 or attach a copy of revised section(s) with changes clearly indicated.

- ☒ No significant changes in the priorities or strategies for the following sections:
- HLO #3, Poverty
 - HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy
 - HLO #6, Immunizations
 - HLO #13, Decrease Juvenile Arrests
 - HLO #14, Maintain OYA Bed Use
 - HLO #15, Reduce Juvenile Recidivism
 - HLO #17, Decrease Youth Suicide
 - HLO #18, Reduce High School Dropout Rate
 - HLO #19, Increase Community Engagement

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☒ Changes were made to the plan and reported in the table below

High Level Outcome	Change in Priority and/or Strategy	Comments (optional)
HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use	Revised Priorities D and E (See Attachment D)	Changed "strength-based" to "evidence-based" and "dual diagnosis" to "integrated" treatment services
HLO #2 Reduce Domestic Violence	There were priorities or strategies included in prior plan; recommend addition of the following <ol style="list-style-type: none"> 1. Maintain existing victims services programs and funding 2. Implement "Multnomah County Community Based Victim Services System Plan," Adopted by the Board of County Commissioners, November 2002 3. Support on-going development of a coordinated community response to domestic violence through the Multnomah County Family Violence Coordinating Council 4. Assure offender accountability through a swift and consistent response by the criminal justice system or public safety system, including specialized units in law enforcement, prosecution, offender supervision, with linkages to community-based victim services programs 5. Create and maintain a community awareness and commitment to ending domestic violence, through public awareness, community activism, and response by friends, neighbors, employers, religious institutions 6. Provide intervention and prevention services for children ages 0-18, including direct services for children exposed to batterers, and school-based prevention strategies. 	
HLO #7 Decrease 8 th grade tobacco use	Delete: strategy 6.1.a. Public awareness campaign Add: 6.1.a. Life skills curriculum offered in after school programs for 6 th & 7 th graders	
HLO #6, Immunizations	Charging for office visits	Increases revenues in order to maintain the program
#16 Decreasing Teen Pregnancy	Addition of STARS "booster" programs at 8 th and 10 th grade that reinforce postponement of sexual involvement	Currently being funded through private foundation grant

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2.c.) *(Step 8 -Measurement)* As a result of your plan review, did your county make any changes in the measurement area?

- ☒ No changes at this time.
 - HLO #3, Poverty
 - HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy
 - HLO #6, Immunizations
 - HLO #8, Increase Child Care Availability and #9 Improve Readiness to Learn: Will request a change in the near future for HLO #8. (Changes in the local R&R may make a modification sensible.)
 - HLO #17, Decrease Youth Suicide
 - HLO #18, Reduce High School Dropout Rate
 - HLO #19, Increase Community Engagement
- ☒ Changes were made to the targets. The revised versions are attached.
 - HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use
Changes were made to the A&D logic model and data collection plan to reflect phase-out of Clean Court and phase-in of Housing Authority of Portland Prevention Program. (Attachments B and C)
 - HLO #12, Decrease Teen Tobacco Use
A common database is now used by multiple organizations.

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HLO #13 – Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism: Changes were made to the targets, listed in the following table:

Strategy	Old Target	New Target	What data or condition indicated need for change?
A1). Increase school attendance by reducing truancy.	70% of 700 youth will be enrolled in school while on probation.	70% of 570 [400] youth	Two factors: budget cuts have reduced staff, driving focus only on highest-risk youth; also, criminal referrals have dropped (until recently), along with probation caseloads.
B6). Increase youth awareness of and reporting of family and intimate partner violence experiences and provide support services.	70% of 700 [490] youth will have a decreased number of risk factors or an increased number of protective factors in family functioning at the completion of Diversion services.	70% of 250 youth [175] services.	Refocused Diversion services on youth at highest-risk to reoffend; cut caseload.
D5). Identify and help children under 12 who appear at risk of committing violent crime or serious, repetitive crimes.	80% of 50 first-time, high-risk offenders served by Early Intervention Unit (EIU) will show a reduction in poor family functioning by program discharge.	80% of 40 [32]	Reorganization of Juvenile Services Division Counseling Unit included changed focus on highest-risk EIU youth.

2.d.) What other changes, if any, were made to the plan?

HLO #18, Reduce High School Dropout Rate (Attachment A)

- ☒ Changes to other parts of the plan: Describe, or attach revised section(s)
Describe plan changes other than priorities and strategies here, or attach the revised section(s) from the plan

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3. Progress with Implementation of Priorities and Strategies

3.a.) Which of the following methods do you use to regularly assess your county's progress in implementing the local comprehensive community plan?

HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

Work plans/action plans

Developing new Biennial Implementation Plan for A&D Prevention and Treatment

HLO #3, Poverty

The Commission on Children, Families and Community (CCFC) and its Poverty Advisory Committee developed the Poverty Elimination Framework to guide County policy and investment in anti-poverty programs and services. CCFC is currently leading the Framework's implementation planning effort, which will result in new priorities and strategies for County programming. This planning process will be completed during Summer 2004

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

Other- Periodic assessment & analysis of birth data

HLO #6, Immunizations

Not currently tracked

HLO #8, Increase Child Care Availability and #9 Improve Readiness to Learn

Regular meetings with partners specifically to discuss progress (or as a specific agenda item at a meeting)

Work plans/action plans

Signed Interagency Agreements

Evaluations

HLO #12, Decrease Teen Tobacco Use

Common database used by multiple organizations: DHS data collection

HLO #13, Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism

Work plans/action plans

Step 8 data collection results

Evaluations

HLO #17: Decrease Youth Suicide

Step 8 data collection results

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HLO #18, Reduce High School Dropout Rate

Regular meetings with partners specifically to discuss progress (or as a specific agenda item at a meeting)

Presentations to community organizations

HLO #19, Increase Community Engagement

Other – CCFC has formed the School Age Council (SAC), comprised of youth, school professionals, and community stakeholders to guide the implementation of the School Age Policy Framework. SAC is involved in the Appreciative Inquiry process to solicit input on effective youth service delivery and educational concerns.

Other – Commission on Children, Families and Community continues to have strong presence in the community through the work of the Multnomah Youth Commission, Early Childhood Council, and Poverty Advisory Committee.

3.b.) Is the local community mental health plan included in or attached to your county's comprehensive plan?

☒ Yes *

☐ No. If no, when do you anticipate that it will be attached?
(date) _____

3.c.) Is the local community public health plan included in or attached to your county's comprehensive plan?

☒ Yes *

☐ No. If no, when do you anticipate that it will be attached?
date) _____

*The relevant sections of the update were written by the staff who participated in these local plans. The information is consistent to both plans.

4. What are your successes related to implementation of the plans?

4.a.) Our county's efforts to better coordinate and improve services have resulted in:

HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

Improved coordination with change in programs or services (joint A&D Treatment Procurement – DCJ and DCHS).

HLO #3, Poverty

CCFC is currently in the process of conducting implementation planning for the Poverty Elimination Framework, which was approved by the Board of Commissioners in November 2003. We anticipate completing our implementation plan in Summer 2004.

While focused on planning, the staff coordinator and Poverty Advisory Committee (PAC) has also conducted and collaborated in a number of community-based projects. As a partner in the Oregon Tax Credit Coalition, the PAC and CCFC Board are working to increase the number of low-income taxpayers filing for earned income and childcare credit programs. The CCFC has assisted the effort by conducting extensive outreach to schools and community organizations.

In compliance with SB 287, the CCFC conducted a Community Forum on the Summer Food Program in April 2004, which attracted a number of school district and non-profit representatives. The CCFC also partnered with a number of community partners (Oregon Hunger Relief Task Force, Portland Public Schools, Gresham-Barlow Schools) to complete an application to United Way to support the expansion of the Summer Food Program in Multnomah County.

The CCFC is also coordinating education and outreach activities in support of the OregonHelps!, a website that provides information on program eligibility for 28 different programs and services to low-income consumers. OregonHelps! has received national recognition from the US Department of Agriculture and federal Office of Technology, and international recognition from the Stockholm Challenge for bridging the digital divide.

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

Improved coordination with no change in programs or services.
Prenatal care access is most influenced by external funding.

HLO #6, Immunizations:

No change in programs and services

HLO #8, Increase Child Care Availability and #9 Improve Readiness to Learn

Improved coordination with change in programs or services.

HLO #12, Decrease Teen Tobacco Use

Improved coordination with change in programs or services.

HLO #13, Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism Reorganization of Juvenile Services Division. Court & Counseling Services works more intensively with fewer youth -- Counselors use Juvenile Crime Prevention assessment to identify youth at highest-risk to re-offend and target their efforts accordingly. Treatment services formerly scattered among different units and sections have been organized into one section with a single clinical manager to coordinate assessment, treatment-matching, and care.

HLO #16, Decrease Teen Pregnancy
No change in programs and services.

HLO #17, Decrease Youth Suicide
No change in programs and services.

HLO #18, Reduce High School Dropout Rate
Improved coordination with change in programs or services.

HLO #18, Community Engagement

The Commission on Children, Families and Community (CCFC) has formed the School Age Council (SAC), comprised of youth, school professionals, and community stakeholders to advise on implementation of the School Age Policy Framework. The SAC is also involved in an Appreciative Inquiry process to solicit input on effective youth service delivery and educational concerns. The CCFC has started working closely with the Community Safety Net for Child Welfare, who recently sponsored a collaborative effort to highlight April as child abuse Prevention Month. In addition, CCFC continues to have strong presence in the community through the work of the Multnomah Youth Commission, Early Childhood Council, and Poverty Advisory Committee.

4b.) Many counties have made significant improvements in programs, services and supports for their diverse populations. Please briefly highlight what your county has done in the past two years to improve services to *all* residents as a result of partnership efforts. Are there things you have done or learned that other counties might find helpful? Who was involved and how did you make it happen?

HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

Multnomah County has made a number of significant improvements in the quality and quantity of alcohol and drug treatment services in the past year. Multnomah County Department of County Human Services and the Multnomah County Department of Community Justice are in the final phase of a very successful joint Request for Programmatic Qualifications (RFPQ) process to select A&D treatment providers for the next five years. The impact of this union will be positively felt throughout the County treatment systems for years to come. Some of the highlights of this action include:

1. Joint decision to create 12 Latino male specific beds. Previously there were none;

2. Joint decision to seek treatment providers who are interested in residential and outpatient Methamphetamine treatment using the Matrix Model;
3. Joint decision to seek treatment providers who are interested in residential services for methadone clients;
4. An RFPQ document that clearly defines County priorities for effective client treatment;
5. An RFPQ document that enables treatment providers applying to both county departments to respond to the same questions in two documents with only minor changes;
6. Application of identical RFPQ scoring and review processes;
7. A joint allocation process between the two County departments responsible for almost all of the contracted A&D treatment in the county. This joint allocation process allowed discussion helped to insure a funding process that looked at system stability, individual strengths and weaknesses of providers, treatment priorities, and treatment provider needs; and
8. A series of joint meetings with each funded treatment provider to discuss the proposal response, allocation changes, have a dialogue with the provider of their program needs strengths and weaknesses, system needs and opportunities, contract terms and conditions, and training needs and priorities.

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

Multnomah County implemented state funded Healthy Start program, providing universal first-birth screening and home visit services for those in need. This has increased the number of families who are receiving services. We have not yet implemented the prenatal screening component, however increased capacity in Nurse Family Partnership program has created more services for first time pregnant women. Through the Domestic Violence in Pregnant Women grant we have increased community awareness of domestic violence in pregnant women in the North/ Northeast area by increasing the number of providers conducting regular domestic violence screening of pregnant women and developing a system of services for women.

HLO #6, Immunizations

The Health Department's Immunization Unit moved to a new, more centralized location in 2002 which enabled implementation of a walk-in immunization clinic three days per week. The clinic now sees approximately 10,000 clients per year, primarily children from 2 months to 18 years of age. The clinic also provides services to adults who need vaccinations for college, work or for immigration. In addition to the weekday clinics, the Program conducts at least three or four Saturday clinics per month at various external sites, at our central clinic site and at numerous back-to-school events and health fairs. By improving access to our community clinics, we are able to more efficiently reach members of our population who are at highest risk of vaccine preventable illnesses.

HLO #8: Increase Child Care Availability and #9 Improve Readiness to Learn

The Early Childhood Council identified specific projects to develop and grants to pursue that are consistent with the Early Childhood Framework. Some highlights follow:

The Parent Education Committee created a web-based tool that parents and organizations can use to locate parent educators. The website is www.ourcommission.org/pearl (The Parent Educators And Resource Listing). This on-line database allows individuals and organizations to easily

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locate the individuals and organizations that can improve parenting skills. Also, the Council has set up quarterly Parent Educator Networking Breakfasts, so participants can hear presentations and make professional connections.

The Early Childhood Council, through the Commission, was awarded a Federal grant in 2001 to make progress in fulfilling the Early Childhood Framework. It passed fund through to parent child development services to provide parenting education and support to families on the Head Start wait list. It also funded the Library to expand its trainings in Early Words to child care providers and enabled the Library to modify the curriculum for parents. It also funded the creation of new Child Care Provider Networks in the Child Care Improvement Project.

The Child Care Committee is currently developing a pilot project for a cohort of child care center directors in Multnomah County to have specialized training towards a Director Credential. The pilot will be complete by June 30, 2005.

The "Together for Kids: Together We're Better" gathering in 2003 of early childhood, mental health and drug/alcohol service providers was quite successful. Over 170 people came together for learning and networking. Coordination in this arena improves services to families and children.

HLO #12, Decrease Teen Tobacco Use: Rather than providing services, staff facilitate community campaigns for policy and social norm change.

HLO #13 – Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism

Certain ethnic groups are disproportionately represented in the justice system. For example, Department of Community Justice's Research and Evaluation Unit determined that in 2000, African-American youth were referred to the juvenile justice system two-and-a half times more often than would be expected based on their numbers within the overall county population, while Hispanic youth were referred more than one-and-three-quarter times more often than would be expected. To help address this issue, DCJ is working in partnership with law enforcement officials, the District Attorney's office, and the judiciary to examine the role that specific professional practices and individual or organizational worldviews might be playing in perpetuating disproportionate representation. In addition, DCJ is taking steps to ensure that the services DCJ itself provides are culturally appropriate (presented in its intercultural strategies plan, *Making Differences Work*, available at http://www.co.multnomah.or.us/dcj/intercultural_strategies.pdf).

In June 2001, the Oregon legislature restored money for services to Multnomah County high-risk and gang affected youth of color in the 2001-2003 biennium Oregon Youth Authority Budget. In order to determine the best way to serve the youth with these limited funds, the Department of Community Justice (DCJ) and the Oregon Youth Authority (OYA) held a series of dialogues beginning in January 2002 that included key members and stakeholders of communities of color, Portland Public Schools, Multnomah Education Service District, and area treatment providers.

Multnomah County Biennial Plan Update (Phase III)

The result was the Communities of Color Partnership (COCP), which focuses services on youth of color in the justice system who are at high-risk to re-offend (approximately 100 youth). While the service delivery model differs somewhat among different communities of color, the basic idea is to provide wraparound, integrated case planning to high-risk youth as they enter the juvenile justice system, and to collaborate with communities of color to provide culturally appropriate, culturally competent, and culturally-specific interventions.

HLO #17, Decrease Youth Suicide

It would be helpful to learn what other counties are doing that are successful, especially counties that are similar in demographics to Multnomah County. We have seen a cut in funding specifically in areas serving teens, input from other counties would be helpful.

HLO #19, Increase Community Engagement

The CCFC has taken leadership in creating three planning framework documents – Early Childhood Framework, School Age Policy Framework, and Poverty Elimination Framework – that outline community engagement in support of children, youth, families and persons living on a low income. The planning and implementation of these framework documents have involved hundreds of community stakeholders. CCFC's efforts in relation to community mobilization and engagement for specific populations are contained in each of these plans.

5. What is slowing your progress in implementing the plan?

5.a.) What barriers to implementation has the partnership encountered? (Check as many as apply)

HLO #1, Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

- Key leader or key staff turnover
- Partners unwilling to participate
- Partners unable to participate/Lack of staff time
- Inadequate financial resources
- Inflexible state administrative rules or statutes
- Other: Changing State directives, narrowing SB555 plan focus to funding silos (prevention A/D 70 funding, rather than all addictions treatment and prevention)
- Other: Conflicting, confusing and vague program requirements
- Other: Complex planning & huge workload to develop and implement data collection systems

HLO #3, Poverty

- Community capacity
- Program capacity (waiting lists, etc.)
- Inadequate financial resources
- Complexity of implementation
- Inflexible state administrative rules or statutes

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

Community capacity- fewer community resources for uninsured pregnant women
Inadequate financial resources, especially concerns about Oregon Health Plan eligibility changes

HLO #6, Immunizations:

Inadequate financial resources

HLO #12, Decrease Teen Tobacco Use:

Community capacity
Key leader or key staff turnover
Partners unable to participate/Lack of staff time
Partners unable to participate/Lack of staff time
Ability to fund best practices programs with current funding

HLO #13 – Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism

Inadequate financial resources
Ability to fund best practices programs with current funding

HLO #17, Decrease Youth Suicide

Partners unable to participate/Lack of staff time
Inadequate financial resources

HLO #16, Decrease Teen Pregnancy

Community capacity
Program capacity (waiting lists, etc.)
Key leader or key staff turnover
Partners unable to participate/Lack of staff time
Inadequate financial resources
Complexity of implementation
Ability to fund best practices programs with current funding

HLO #18, Reduce High School Dropout Rate

Community capacity
Program capacity (waiting lists, etc.)
Inadequate financial resources
Complexity of implementation

HLO #19, Increase Community Engagement

Community capacity
Program capacity (waiting lists, etc.)
Inadequate financial resources
Complexity of implementation

Multnomah County Biennial Plan Update (Phase III)

5.b.) Besides inadequate financial resources, which one of the following conditions has the *most* impact on your partnership's ability to achieve plan outcomes? (Check only one)

HLO #1 Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use

Key leader or key staff turnover

HLO 3, Poverty

Community capacity

HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy

Community capacity -lack of low cost prenatal care for uninsured pregnant women

HLO #6, Immunizations:

Program capacity (waiting lists, etc.) Physical site limitations during high immunization cycle (e.g. back to school; school exclusion)

HLO 12, Decrease Teen Tobacco Use:

Key leader or key staff turnover

HLO #13 – Decrease Juvenile Arrests & #14 – Maintain OYA Bed Use & #15 – Reduce Juvenile Recidivism

Community capacity

HLO #17, Decrease Youth Suicide

Partners unable to participate/Lack of local staff time

HLO #18, Reduce High School Dropout Rate

Complexity of implementation

HLO #19, Increase Community Engagement

Community capacity

Multnomah County Biennial Plan Update (Phase III)

5c. From the list in question 5.a. above, are there barriers that state agencies could resolve or reduce? If so, please list in the following table and tell your thoughts about what needs to be done.

	Barrier	Proposed Actions
HLO #1 Reduce Adult Substance Abuse, #10 Decrease Student Alcohol Use and #11 Decrease Student Drug Use	Inflexibility of State administrative rules or statutes	Agency collaboration to develop SHARED RULES and REQUIREMENTS such as what programs are considered to be best practices (not currently in common between education, criminal justice, A&D prevention, health, etc.)
	Partners unable/unwilling to participate	a) SB555 needs to be considered a priority by all agencies; probably needs to be administered by a high-profile agency such as DHS in order to be considered a priority. b) SB 555 is an "unfunded mandate" and needs to be provided with funding/incentives for compliance and exemplary performance, such as awards for additional funding for successful planning and implementation.
	Conflicting, confusing and vague program requirements	State should put a high priority on identifying best practices/evidence-based practices that are approved by multiple state agencies and collaborative across funding silos and disciplines that are truly practical and valuable. Without these standards, it is difficult for counties to plan future programs effectively.
	Complex planning and huge workload to develop and implement data collection systems.	State should collaborate with counties, especially large and technically advanced counties, in developing performance data collection systems to measure intermediate outcomes and assess program-specific performance.
HLO 3, Poverty	Lack of Access to Service for Which People are Eligible	Increase access to the Food Stamp Program by Department of Human Services developing and implementing an electronic application process. Consumers could potentially complete an application on-line for program services. The new efficiencies supported by this electronic process would provide cost and time savings to both the agency and its clientele.
HLO #5 – Improve Prenatal Care and #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy	Undocumented pregnant women are not eligible for OHP coverage for prenatal care, the hospital delivery is covered through CAWEM program.	Extend Medicaid coverage to undocumented pregnant women to cover prenatal care in addition to delivery.
HLO 12, Decrease Teen Tobacco Use:	Lack of funding	Renew funding for tobacco prevention through tobacco use reduction. Reinstate comprehensive program. Secure master settlement agreement funds for tobacco prevention.
HLO #16, Decrease Teen Pregnancy	Healthy Start requires that services be provided only to first time births, thus limiting services to very vulnerable teen parents who have subsequent pregnancies	The State should consider allowing services to families having second or greater births, with accompanying funding to allow for this service.

Multnomah County Biennial Plan Update (Phase III)

HLO #18, Reduce High School Dropout Rate	Reducing the dropout rate can be hindered by a lack of renewal of the complex education and health systems serving children and youth. This is one of several barrier that exist to promoting school retention and reducing the dropout rate.	The Oregon Department of Education, the Oregon Commission on Children and Families, and other state agencies should continue to promote school and district renewal, stronger youth participation and development, and other key strategies that reduce the high school dropout rate. For more infomation see: http://www.dropoutprevention.org/effstrat/effstrat.htm .
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Multnomah County Biennial Plan Update (Phase III)

6. Impacts of local plans for state agency 2005-07 budgets.

6.a.) Which of the following areas have gaps that are the most critical to fill in your county in order for your county to achieve the plan outcomes? Please limit the number checked to ten.

Juvenile Crime	Alcohol and Drug	Early Childhood	Other Systems and Cross-system Supports
Basic services (JCP)	Alcohol and drug treatment services for adults	Home visiting ✓	Mental health services for adults
Aftercare support	Alcohol and drug treatment services for youths ✓	Child care (hard to find*)	Mental health services for children and youth
Diversion services	Alcohol and drug prevention services—access to services	Child care (affordable) ✓	Health care access ✓
Juvenile crime prevention—access to services	Alcohol and drug prevention—changing community norms, public awareness ✓	Preschool	Access to contraceptive information
Involve families in family therapy and prevention efforts	After care support ✓	Early childhood workforce development	Youth suicide prevention
Juvenile Crime	Alcohol and Drug	Early Childhood	Other Systems and Cross-system Supports
Other _____	Other Adolescent alcohol & drug workforce development (specifically providers from communities of color)	Other _____	Emergency shelter
	Other ATOD Free Housing		Foster care
			Family support services to higher risk families ✓
			Domestic violence services
			Domestic violence awareness & education
			After school activities
			Alternative education
			Truancy/school attendance
			Workforce training

Multnomah County Biennial Plan Update (Phase III)

			Positive youth development activities ✓
			Mentoring
			Parenting education
			Provider training
			Safe, decent, affordable housing ✓
			Transportation
			Living wage jobs ✓
			Other Raise tobacco tax
			Other Improved access to food and nutrition programs like the Food Stamp Program and Summer Food Program
			Ensure that immunization services are available so children can attend school and not get excluded
			Other: Parental Engagement/. Outreach
			Other: Child abuse prevention services that help families avoid child welfare intervention
			Other: Lack of consistent, usable kindergarten readiness assessments
			Other: Special needs and non-traditional hours child care
			Other: Lack of quality child care indicators
			Other: Child care center director training and credentialing

* Includes infant and toddler, after hours, special needs, match with home culture, etc.

Coordinated Comprehensive Plan for Children, Families and Community 2004 Update

This document contains the updated sections of Multnomah County's Coordinated Comprehensive Plan for Children, Families and Community. The 2002 version of the plan can be seen on the Commission on Children, Families and Community web site at:
<http://www.ourcommission.org/pdf/stateplanpdfs/finalplan.pdf>

The revised sections included in this document are:

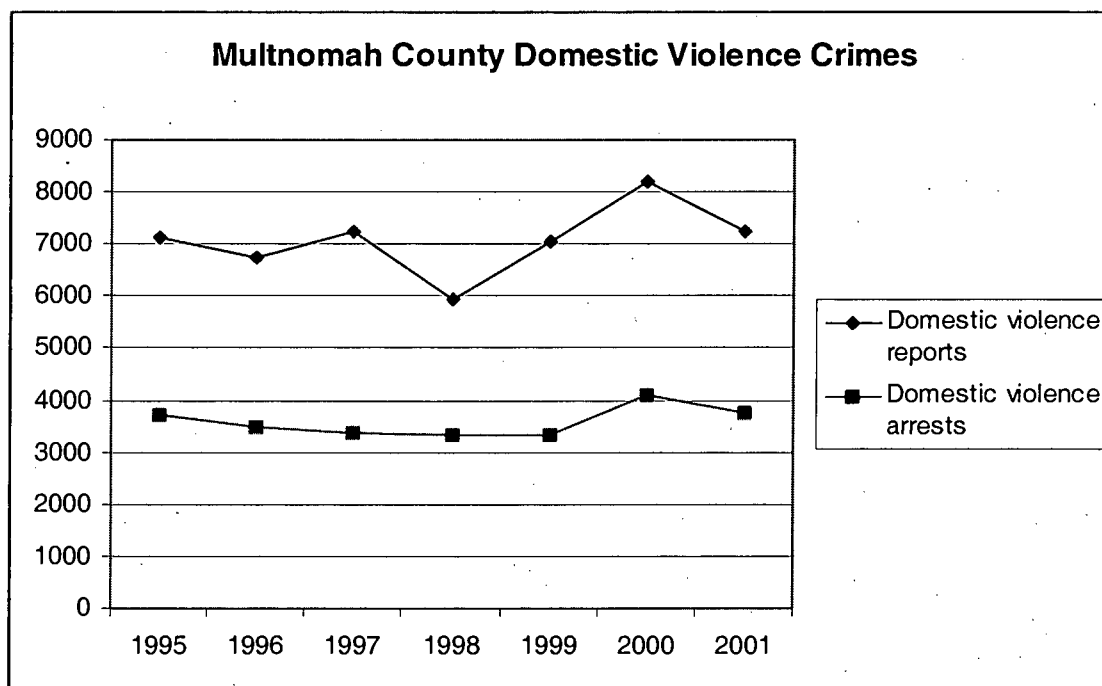
- High Level Outcome #2 – Reduce Domestic Violence
- High Level Outcome #3- Reduce Poverty
- High Level Outcome #5 – Improve Prenatal Care and High Level Outcome #7 – Reduce Alcohol, Tobacco, and Other Drug Use During Pregnancy
- High Level Outcome #6 – Increase Immunizations
- High Level Outcome #12 – Decrease Student Tobacco Use
- High Level Outcome #16 – Reduce Teen Pregnancy
- High Level Outcome #19 – Increase Community Engagement

Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

Domestic violence affects one quarter to half of all Americans families. Violence ranges from emotional abuse to life-threatening beatings to homicide. Domestic violence occurs in families of all income levels, races, religions, and neighborhoods. However, it is more common among families who are economically stressed or socially isolated, when there are young children in the home or when the male partner is 16-24 years of age.

STATE AND LOCAL DATA



The rate of domestic violence arrests of partners, including spouses, former spouses, and lovers, has remained fairly constant over the past five years in Multnomah County, with a slight decrease of 8%. This is in contrast with the general level of violent crime, which has decreased by 37% in the past 5 years

A 1999 survey in Multnomah County found that one of every seven women aged 18-64 had been physically abused by an intimate partner in the past year. This means that an intimate partner either physically or sexually assaulted almost 28,000 women. More than a third of women abused were injured in the assault, and almost 75% of these women reported multiple acts of violence against them by their partner. Abused women represented a cross-section of the community: most were white (84%) and over two-

Reduce Domestic Violence*As measured by the rate of domestic violence arrests per 1,000 adults.*

thirds (70%) were employed. However, young, unmarried, poor and women with children were more likely to have been abused. In particular, women 18-24 are at risk: one-third of these women experienced physical abuse in 1999.¹ Despite the high level of abuse of young women, dating violence and violence against teens remains a largely hidden problem. No comparable study has been conducted since 1999.

Exposure to domestic violence can have a negative impact on the development and health of children. A survey of Oregon women found that children witnessed 33% of intimate partner physical assaults and 20% of intimate partner sexual assaults.¹

Domestic violence contributes to mental health and health problems, alcohol and drug use/abuse, homelessness, poverty and unemployment for the victims and their children.

Studies report that four to six percent of seniors may at some time become victims of some form of abuse or neglect. Elder abuse, committed by family and household members, is one form of domestic abuse. This is only the tip of the iceberg in that it is believed an estimated 84% of all cases of abuse of the elderly are never reported. The Oregon Elder Abuse Reporting Act defines elder abuse as physical injury, neglect or abandonment of a person 65 or older. This Act requires mandatory reporting of such abuse to the Oregon Senior and Disabled Services Division. There were 249 reports of elder abuse (65 years or older; Physical Abuse, Abandonment, Neglect), in 2003 in Multnomah County. These numbers do not include reports of abuse at facilities (long-term care, foster homes, medical facilities, etc.)

Violence and abuse are serious problems for persons with disabilities, who are at greater risk than non-disabled persons. In Multnomah County, there were 1,469 Adult Protective Services reports for people with disabilities (18-64 years; Physical Abuse, Abandonment, Neglect, Sexual Abuse, Financial Exploitation, Verbal/Emotional, Self-Neglect) in 2003. The social context of disability, including factors such as inaccessibility, reliance on support services, poverty and isolation, has a powerful impact on individuals' increased risk for violence.²

Violence against women with disabilities has received far greater attention than has violence against men with disabilities. Several studies have found high levels of abuse of women with disabilities; ranging from 40% - 60% reporting physically abuse and 12% to 53% reporting rape. Spouses and ex-spouses were identified as the most common

¹ *Intimate Partner Violence in Oregon: Findings from the Oregon Women's Health and Safety Survey*, 2004, Oregon Department of Human Services, <http://www.dhs.state.or.us/publichealth/ipv/survey/index.cfm>

² Multnomah Department of County Human Services, Aging and Disabilities Services, personal communication from Betty Glantz.



Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

perpetrators of abuse. The higher rates of physical and sexual abuse are approximately twice those typically found for nondisabled women. Less than half of the women reported the abuse because of their fear and dependency on the abuser. Women with disabilities reported significantly longer durations of physical and sexual abuse when compared to women without disabilities.³

Individuals with disabilities experience forms of violence and abuse similar to those without disabilities, such as physical injury, sexual assault, emotional trauma, and financial abuse. However, persons with disabilities also face unique forms of abuse, such as disabling equipment, manipulating medications, or refusal to provide essential personal assistance.

In 2002, there were 12,448 reported offenses and 3,734 arrests for crimes against persons. Of these offenses and arrests, 55% (6,842) of reports and 82% (3057) of arrests were for domestic violence. In 1999, domestic violence constituted only 47% of reports (7062) and 56% of arrests (3332) for person crimes. This change is due in large part because of a 37% decrease in arrests for non-domestic violence person crimes, compared to only an 8% decrease in domestic violence arrests.ⁱⁱⁱ

In 2000, the Local Public Safety Coordinating Council's evaluation of the criminal justice system response to domestic violence found the following: Only a very small percentage of police reports ended up with a guilty conviction or plea (11%). If offenders left the scene of the crime and were not arrested at that time, they were almost never arrested. If not arrested, the District Attorney's Office did not review the case, regardless of the severity of the assault. A very high percentage of offenders (more than two-thirds) had a prior domestic violence report, arrest or conviction. The police and District Attorney's Office did not respond more aggressively to repeat offenders (based on prior 911 calls or police reports) or to more serious offenders (based on a felony charges).

In response to this report, the Portland Police Domestic Violence Reduction Unit, DA's Office and Probation began to plan and implement warrant sweeps to find offenders who had not been arrested. The Portland Police DVRU made more frequent attempts to apprehend offenders following a domestic violence police call for service in which no arrest had occurred. Community-based victim services programs, police, DA and Probation, submitted a grant in 2004 to United Way to develop a coordinated and directed response to high risk cases.

³ Center on Self-Determination, Oregon Health Sciences University, personal communication from Mary Oschward.

Reduce Domestic Violence

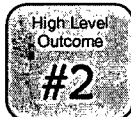
As measured by the rate of domestic violence arrests per 1,000 adults.

An effective response to domestic violence requires a comprehensive set of services and coordination across disciplines and agencies. In Multnomah County, there is an array of services described below.

The Multnomah County Family Violence Coordinating Council provides a multidisciplinary, interagency forum for these agencies to discuss policy and resource issues and to coordinate local responses to domestic violence. The Multnomah County Domestic Violence Coordinator's Office serves as staff to this council, and also provides planning, consultation and technical assistance to County government and local community groups. This Council provides an opportunity for agencies with divergent viewpoints (e.g. focus on the child, victim, perpetrator, family) to come together to resolve differing philosophies and charges when interacting with each other.

Victim Services: Fourteen victim services agencies provide services to domestic violence victims and their children. These services include crisis lines, emergency shelter, transitional housing, support groups for adults and for children, advocacy, outreach and support to culturally specific populations, legal advocacy and representation, and other related services.

- Culturally specific services include those for Latinas, Russian/Eastern European immigrants, SE Asians, victims with disabilities, and others.
- Portland Women's Crisis Line, the primary domestic violence/sexual assault crisis line in Multnomah County, received 23,147 calls in 2003. This is an increase of at least 8% compared to 1999.
- In 2002, when 94 emergency shelter beds were available, 954 women and children were sheltered, compared to 1,175 women and children in 1999. The reduction in numbers relates in part to a longer length of stay per family. As of October 2003, there were only 82 domestic violence shelter beds.
- Several domestic violence agencies provide transitional housing, including the HUD Horizon scattered site housing. Transitional housing services include long-term (up to 2 years) low-cost housing, case management and support services. In FY 2003, there were over 300 women and children in transitional housing.
- Courthouse advocates provide information and support to approximately 1500 of the 3,300 domestic violence victims who seek restraining orders in Multnomah County each year.
- The state Department of Human Services self-sufficiency provided financial assistance to an average of 188 Multnomah County domestic violence victims and their families through the Temporary Assistance to Domestic Violence Survivors Program (TA-DVS). Statewide, \$9.3 million was allocated to this program for the 2003-05 biennium.



Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

Unfortunately, there has been a decrease in the number of resources available to victims since 1999. The number of beds for victims has decreased from 94 to 82, and two culturally specific programs victims of domestic violence have shut their doors (Hispanic and African American). Other programs have reduced services or laid off staff due to a decrease in local, state and private funding. These decreases in services are somewhat offset by the development of an expanded outreach capacity (mobile services to victims) and increased capacity at the centralized Information and Referral Line.

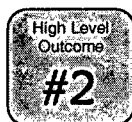
Public Safety System: There is also a well-coordinated response to perpetrators. Local criminal justice responses include specialized domestic violence units within Portland Police Bureau and Gresham Police Department, a probation and parole unit to supervise domestic violence offenders, and a domestic violence prosecution unit within the District Attorney's Office. Approximately six agencies currently provide batterer intervention programs in Multnomah County, including newly developed services for Spanish-speaking men.

- In 2003, Multnomah County issued 2978 Family Abuse Prevention restraining orders, 885 stalking orders, and 213 Elderly & Persons With Disabilities Abuse Prevention restraining orders.
- There were 6,842 police reports and 3057 arrests for domestic violence in 2002, resulting in over 4,000 offenders being jailed at the cost of \$8 million annually.
- Capacity within this system has generally expanded or stayed approximately the same.

STRENGTHS

Community-based Victim Services System:

- There is a well-established and diverse system of victim services in Multnomah County. It includes an array of services, both residential and non-residential, that is accessible to and in some cases specific to a wide variety of victims of domestic violence.
- There are several well-established programs with a relatively long history of providing services, public education and advocacy in the community;
- Agencies are currently participating in a planning process to improve the system, their collaborations and the services provided;
- The domestic violence intervention system is funded with a combination of local, state, federal and private funds and utilizes a significant number of volunteers, thus maximizing the public and private funding they receive;



Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

- There is a significant amount of communication and coordination of services at all levels of the victim services system.

Criminal Justice System:

There are specialized law enforcement units within most criminal justice agencies in Multnomah County, including:

- Portland Police Bureau Domestic Violence Reduction Unit
- Portland Police Bureau Domestic Violence Intervention Team
- Gresham Police Department Domestic Violence Unit
- Adult Community Justice Domestic Violence Unit
- Multnomah County District Attorney's Office Domestic Violence Unit & Victims Assistance Program

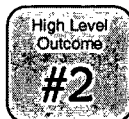
The Portland DVRU has received two grants (one focusing on gun violence) to fund a total of six community-based victim advocates working with officers on domestic violence cases.

Collaboration and Community Support:

- There are strong inter-agency collaborations with information sharing, cross-training and established opportunities for this collaboration;
- There is significant information in the community about domestic violence and available services;
- There is a depth of understanding of the needs, barriers and special considerations which victims of domestic violence and their children face, including a recognition of the multiple needs, the diverse populations which are seeking services, and the available non-domestic violence resources in the community;
- There are a number of affiliated services, such as the Community Safety Net, Parent Child Development Centers, homeless families, alcohol and drug treatment that provide effective, appropriate services to the domestic violence victims who are their clients.

GAPS

Despite the existence of a well-established programs to intervene and prevent domestic violence, there are significant gaps in the system. Staff and agencies are stressed and overburdened with the number of victims needing services, by the complexity of the problems faced by those seeking their services, the complexity of the adjunct services needed, and by limited funding at both the State and local government. Existing facilities are generally full and turn away over 90% of callers seeking shelter. In 2002, 954



Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

women and children received shelter, and 16,848 women and children were turned away.

Specific needs include:

- There is a need for more training and for on-going training both within agencies and across agencies. These agencies include domestic violence service providers as well as traditional social services (such as DHS/Services to Children and Families), health care, and criminal justice agencies.
- There is a shortage of services for victims with special needs. The populations most frequently mentioned were: women of color, sexual minorities, elderly, disabled, prostituted women, non-English speakers, immigrants, young women/teens and single women.
- There are no residential domestic violence services for victims who are also currently addicted.
- There is a lack of sufficient emergency housing/shelters and limited funding and resources for existing programs or to expand services. Existing shelters cannot accommodate all families: families with older boys, A&D problems, large number of children, pets, criminal justice system involvement, severe mental health problems or need for a caregiver.
- Civil/legal services are severely limited and funding for such services has steadily decreased over the last five years.
- Affordable, permanent housing is a significant need in the community.
- Stable funding for criminal justice system programs, such as victim assistants, community-based advocates co-located with law enforcement units, probation supervision for misdemeanants (not currently funded by the state), and victim services. Of particular concern is the loss of 4 Victim Assistants in the DA's Office, and the shift of funding from local government to time-limited grants for two domestic violence Probation Officers.

BARRIERS

Victims face incredible barriers to achieving safety. These range from inattention by major parts of the human services system, such as mental health, A&D treatment, services for school-aged children and their families. Within the domestic violence response system, there are specific barriers:

- No single point of access, information and referral and comprehensive clearinghouse about basic domestic violence services.
- Insufficient funding, poor wages and as a result high staff turnover, leading to inexperienced staff, reduced capacity to establish collaborative relationships within and outside of programs, difficulty meeting program goals and providing consistently high quality services.

Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

- Lack of basic services.
- Additional barriers faced by women of color, including cultural differences, language, immigration problems, community pressures to not seek services and isolation within/from their communities.
- The increasing complexity of clients needing domestic violence services, making the provision of services more challenging. Typically, women needing services have many concurrent issues, such as alcohol & drug, mental health, in addition to violence. Women in shelter are also younger, with several children and long histories of abuse. However, those systems providing services to people with these problems in general are not prepared to also assist with domestic violence intervention.
- Services to victims are limited in a variety of ways:
 - to locations in certain parts of town, and thus not available throughout the county.
 - Lack of money for as transportation, assistance with moving, childcare, cell phones, and emergency and long-term financial assistance.
 - Long-term services, beyond initial crisis-management and/or shelter services.
 - Services for children. This has been somewhat alleviated by a grant from the Portland Children's Investment Fund.
- The need for more public awareness regarding domestic violence was another theme.



Reduce Domestic Violence

As measured by the rate of domestic violence arrests per 1,000 adults.

PEOPLE TO CONTACT FOR ADDITIONAL INFORMATION

- For additional information on this "High Level Outcome":

Chiquita Rollins
Multnomah County Domestic Violence Coordinator
421 SW 6th Avenue Suite 700
Portland, OR 97204
E-mail Address: chiquita.m.rollins@co.multnomah.or.us
503-988-4112

- For additional information on Multnomah County's SB 555 Plan:

Wendy Lebow, Director
Commission on Children, Families and Community
Multnomah County
E-mail Address: wendy.c.lebow@co.multnomah.or.us
503-988-6591

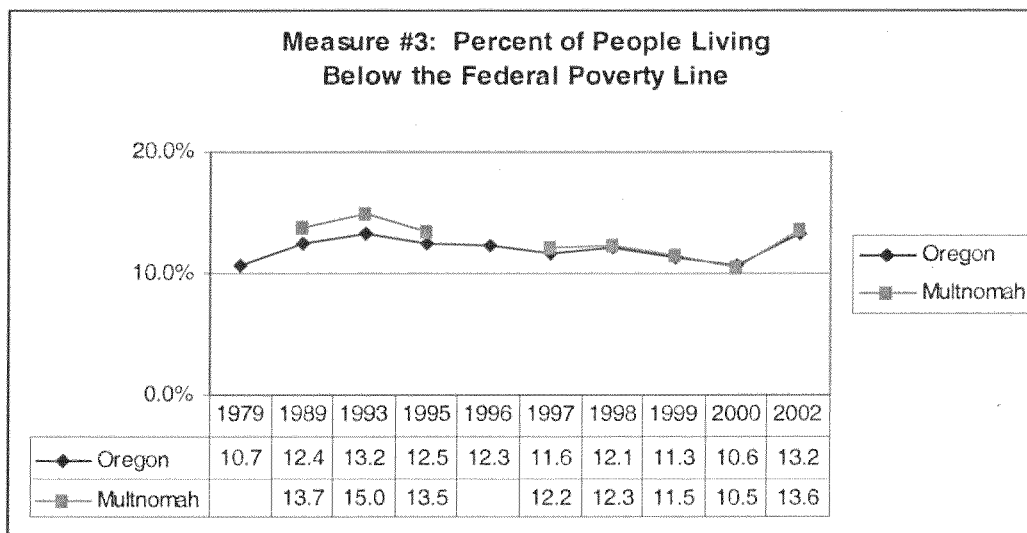
Decrease Teen Tobacco Use

As measured by the percent of eighth grade students who report using tobacco products in the past 30 days.

Most definitions of poverty use income as the basis for determining whether an individual or family is living in poverty. It is also important to define poverty with an awareness that living in the condition of poverty is more than an economic definition, it describes a *qualitatively* different life experience for low-income people than for those living on a middle- or upper-income. Professor John Powell, of the Moritz College of Law at Ohio State University, has given us a definition that captures this qualitative difference: "*Poverty is the lack of access to the cultural, social and economic resources of the society.*" Unfortunately, most measures of poverty use the economic definition, limiting our ability to plan and provide programs for the working poor, people living at

NATIONAL, STATE AND LOCAL DATA

near-poverty, or in impoverished communities.



Sources: Small Area Income and Poverty Estimates, American Community Survey and United States Census Bureau

- About 1 in 7 people (13.6%) in Multnomah County were living below 100% of the Federal Poverty Income Guideline (FPIG) in 2002.
- The incidence of families living in poverty is typically very slightly higher in Multnomah County than it is across Oregon.

The Federal Poverty Income Guidelines and the Median Income Percentages define low-income economic status and determine eligibility for a number of local, state and

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

federal programs. Families are considered "poor" if their income falls below the poverty threshold for a family of their equivalent size. Median Income measures low-income status in relation to the Median income of comparably sized family in the area where they live. The two tables below show: 1) the 2001 Federal Poverty Income Guidelines in relation to hourly wages and 2) the Median Family Income standard.

2004 Federal Poverty Income Guidelines ^{vi}		
Size of Family	Yearly Income	Approximate Hourly Wage @ 40 hrs/wk
1	\$9,310	\$4.48
2	\$12,490	\$6.00
3	\$15,670	\$7.53
4	\$18,850	\$9.06
5	\$22,030	\$10.59
6	\$25,210	\$12.12
7	\$28,390	\$13.65
8	\$31,570	\$15.18
For each additional person, add	\$3,180	

Note: Oregon's current minimum wage is 7.05/hr. The Federal minimum wage is \$5.15/hr.

2004 Median Family Income ^{vii}					
Household Size	30% (Very Low Income)	50% (Low Income)	60%	80% (Moderate Income)	100%
1	\$14,250	\$23,750	\$28,500	\$38,000	\$47,550
2	\$16,300	\$27,150	\$32,600	\$43,450	\$54,300
3	\$18,350	\$30,550	\$36,650	\$48,900	\$61,100
4	\$20,350	\$33,950	\$40,750	\$54,300	\$67,900*
5	\$22,000	\$36,650	\$44,000	\$58,650	\$73,350
6	\$23,650	\$39,400	\$47,250	\$63,000	\$78,750
7	\$25,250	\$42,100	\$50,500	\$67,350	\$84,200
8+	\$26,900	\$44,800	\$53,800	\$71,700	\$89,650

*Portland/Vancouver Median Income for a family of four.

Source: Portland Development Commission, http://www.pdc.us/housing_serv/general/mil.asp

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

One of the most interesting analyses of poverty in Oregon, which relates state data to national trends, is the "2001 Benchmark Performance Report" developed by the Oregon Progress Board. The report compared Oregon's poverty rates during the 1990's with those in Washington State, as well as national rates. The following table, drawn from 2001 Benchmark Report draws from US Census reports to compare the percentage of population with incomes below 100% of the Federal Poverty Level.

State Poverty Rates – 3-Year Averages^{viii}			
	1995-97	1996-98	1997-1999
Oregon	11.5%	12.8%	13.1%
Washington	11.2%	10.0%	9.2%
United States	13.6%	13.2%	12.6%

More up-to-date information on poverty is including in the "Poverty and Food Assistance in Oregon" report published in November 2003 by the Oregon State University Extension Service. The Poverty and Food Assistance report provides comparative data for all of Oregon's 36 counties. The report notes that the poverty rate for Multnomah County, based on 2000 Census data, is 12.7%. The overall poverty rate for Oregon is 11.6%.^{ix} The report also notes that 27% of all Multnomah County families are living at 185% of the FPIG, meaning that they are living on such a low-income income they would potentially qualify for many means-tested programs, including Food Stamps and the Free/Reduced Price lunches in the schools.

Over the past decade, poverty has become increasingly younger and more female. Despite the differences in various surveys and reports, poverty statistics remain consistently high for children and youth living in single-parent families headed by women. The American Survey, conducted by the US Census, has Multnomah County data for 1999 and 2000 and provides statistics for poverty by both age and household characteristics. "*Facing the Challenge: A Report on the Economic Status of Women in Multnomah County*"* found that throughout the 1990's households headed by single women with children comprised half of all people in poverty. The 2002 American Community Survey information shows little change in poverty for this population.

2002 American Community Survey:

- 16.4% of children under age 5 years live in poverty.
- 14.1% of children ages 5-17 years live in poverty.
- 47.5% of female-headed households live in poverty.

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

Poverty in Multnomah County affect a higher proportion of people of color as well. According to the 2000 Census, higher rates of African American (26.1%) and Native American (22.1%) live in poverty versus whites (10.3%). People who reported "other race" in the 2000 Census have the highest poverty rate at 30%. Asian Americans had a poverty rate of 12.6% and Pacific Islanders were at 13.9%. The poverty rate for Hispanics was 25.9%.^{xi}

Low-income people in Multnomah County are increasingly moving to areas outside of Portland's inner core neighborhoods where housing has become less affordable during the past decade. The City of Gresham and the smaller cities of Wood Village and Troutdale have all seen an increase in the numbers of people living in poverty. Within the City of Portland, neighborhoods in both the west and east have seen increases in poverty.^{xii} This trend has been documented by American Community Survey data as well as reflected in a substantial increase in the utilization of school breakfast/lunch programs for low-income students.

This geographic shift is attributed to Portland's rising housing costs. Housing values have seen an astronomical increase since 1990, which has had a direct impact on home ownership. Housing Affordability has declined in relation to household income. This has had a direct impact on both the rental market and the availability of home ownership opportunities for low-income households.^{xiii}

In the Portland-Vancouver Metropolitan Statistical Area (MSA) in 2003, the fair market rent (FMR) for a two-bedroom units was \$795. The generally accepted standard of affordability endorsed by HUD is that the cost of rent and utilities should total no more than 30% of the renter's household income. In 2003, 43% of renter households had to spend more than 30% of their income to afford a two-bedroom unit. A worker earning the Oregon minimum wage in 2003 (\$6.90/hour) would have to work 89 hours per week to afford a two-bedroom unit at the area's MFR. The Housing Wage in the Portland-Vancouver MSA is \$15.29. This is the amount a full time worker would have to earn per hour, based on a 40-hour work week, in order to afford a two-bedroom unit at the area's FMR. This is 222 percent of the minimum wage.

Moderate-income and first-time homebuyers are also struggling to find affordable homes for purchase. According to the Realtor's Multiple Listing Service, the median sales price of single-family homes in the Portland metro area during 2003 was \$180,000. Low interest rates are helpful, but are not sufficient to bring homes into the range of affordability for a low-income household. Other tools, like land trusts, shared appreciation mortgages, interest rate buy downs, and a limited supply of loans and grants are helpful, but a household with an income in the bottom half of all households would still find homeownership out of its reach.

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the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG)

In addition, in Portland, the rates of homeownership for African American households, Hispanic households and female-headed households lag behind the rate for the general population. For African American and Hispanic households, this disparity holds even when rates are compared for households with similar incomes. It is unclear whether these disparities are attributable to past discrimination, current discrimination, or to a preference for purchasing homes outside of the City, due to factors like newer housing stock with more modern amenities like great rooms and mudrooms, and suburban school systems.^{xiv}

Multnomah County mirrors Oregon's 20-year economic transformation from a natural resource industry and manufacturing economy to one of high-tech and service industry employment. Living wage employment, which can lift the families out of poverty, is typically only available to those with technical skills or post-high school education. The economic challenges facing the "working poor," those earning minimum wage or slightly above, include the lack of affordable housing, transportation, and health insurance as well as the inability to provide adequate food resources for family members. The Oregon Food Bank (OFB) food pantry agencies record information on all households seeking assistance. OFB data indicates that approximately 32% of emergency food recipient households in Multnomah County had one wage earner in the family. The working poor comprise many of the people living in poverty in the county.

Homeless people also account for a portion of the poor in Multnomah County. According to the County's *Homeless Families Plan for Multnomah County*, which was approved by the Board of County Commissioners, the social service system for this population serves approximately 450 families a year.^{xv} However, the true number of homeless families is likely higher because many have not accessed services through the existing system and are instead living in a car or with relatives or friends. The Homeless Families Coalition member agencies have drafted a new report called *"Recommendations from the Coalition for Homeless Families Regarding Revisions to the Homeless Families Plan,"* which provides new information on homeless families. The report estimates the population of homeless families is growing at 4% per year and is the fastest growing sector of the homeless population. The new estimate is that 688 families with children will be homeless on a given night in 2004, with overall numbers for the entire year being far larger.^{xvi}

The County's Crosswalk data system reports that in FY 03, the Homeless Families System providers served 1,658 households. There were 4,682 individuals in each of these households, which were comprised of parents with children. 2,332 of the individuals living in these households were children under the age of 18 years. Ethnic or racial minorities comprised 42% of the individuals served.



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729 households (44%) receiving services are headed by a single female. There were also 543 households where at least one parent did not have a high school diploma or GED certificate.

SERVICES AND PARTNERSHIPS

Services and partnerships for low-income children and families are delivered by a number of government jurisdictions in Multnomah County. The City of Gresham, City of Portland, and small cities of east Multnomah County all fund public service programs through the funds they receive as a part of the federal Community Development Block Grant program. The Housing Authority of Portland provides services on a countywide basis, funded largely through federal grant funds. Worksystems, Inc., the largest provider of employment-related services for low-income people uses local, state and federal funds to provide education and training services.

The State of Oregon serves low-income populations through its Department of Human Services - Service Delivery Area #2, Office of Children, Adults and Families Services, Multnomah County. Their program services include income support programs, employment and training services in addition to parent/child services. Employment information in Multnomah County is provided by the State's Employment Division.

Multnomah County provides what could be defined as "safety net" services to low-income people. The County's Department of School and Community Partnerships (DSCP) manages a number of service programs utilizing a combination of fund sources - County general fund, Community Services Block Grant, Low-Income Energy Assistance Program, State Housing Assistance Program, Oregon Commission on Children & Families, and others. The service systems funded include the Homeless Families System, Homeless Youth Continuum of Care, and School Age Policy Framework (SAPF) service delivery system.

A network of non-profit service providers, some under City of Portland, City of Gresham and Multnomah County contracts, delivers a variety of housing and social services for low-income people including emergency shelter, transitional housing, emergency food, and numerous other programs.

This network of services and programs is described under the Partners Matrix section of the plan.

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ANALYSIS

Local work has been done to categorize local anti-poverty programs. In April 1999, the Multnomah County Board of County Commissioners adopted the *Child Poverty Report*. Van Le, Lead Researcher with the County's Office of Budget and Quality and author of the report, examined the County's Long-term Benchmark of "Child Poverty Reduction." Ms. Le defined two basic approaches to describing the County's anti-poverty programs. There are programs that *ameliorate* the conditions of poverty by providing families with basic services and supports, i.e., food, housing, medical services. In contrast, there are programs that are designed to *alleviate* family poverty by focusing on employment or training supports that will lead to economic self-sufficiency. Ms. Le analyzed programs in a number of County departments to determine the focus of program services. The report is available on the County's website.

If we use the economic definition for poverty, it is logical to adopt the *alleviate* and *ameliorate* paradigm to measure our success in reducing poverty. We can use increased family income to decide whether our programs have been successful in alleviating poverty. For amelioration, we can measure program usage to determine whether or not it has been successful in mitigating the harsh conditions of poverty, e.g., providing food boxes, emergency shelter, and so forth. This method of categorizing programs also meshes with an asset-based, development approach to working with low-income families. Programs with an asset-based framework are well situated to build on family and individual strengths in moving families out of poverty.

According to the Child Poverty Report ^{xvii}, the majority of Multnomah County's programs and services seek to ameliorate poverty for individuals and families by attempting to meet their most basic needs of food, housing and medical care. Alleviation programs, focusing on education, training and employment supports, administered by the County, are fewer in number. Most alleviation programs for Multnomah County residents, such as the Temporary Assistance to Needy Families, and Employment Related Day Care programs, are administered by the State's Department of Human Services. The majority of employment and education programs for low-income people in Multnomah County are funded with state and federal funds.

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the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

Efforts to Ameliorate the Conditions of Poverty

Housing & Social Services

Strengths

- There is an interjurisdictional approach to housing planning in Multnomah County. The ***Housing and Community Development Commission (HCDC)***, which is comprised of representatives of the City of Portland, City of Gresham and Multnomah County, conducts housing planning activities, which enable the three jurisdictions to receive funding from the U.S. Department of Housing & Urban Development. Every five years, HCDC creates a *Consolidated Plan*, a document that describes housing programs and services for low- and moderate-income populations. The *Consolidated Plan* is updated every year.

HCDC advises and makes recommendations on housing policy to policy-makers in each of the three jurisdictions in an effort to link social services with housing programs. It is also a public forum on affordable housing advocacy. HCDC also consults with Metro regional government, the State of Oregon and surrounding counties on housing planning. Finally, HCDC links non-profit housing development organizations to its planning processes.
- The ***Housing Authority of Portland (HAP)*** is the largest provider of housing to very low-income people, serving approximately 14,000 households in Multnomah County. Originally chartered to operate within the City of Portland, HAP has expanded its services in the past few years to serve residents in all area of the county. HAP also partners with other housing authorities and non-profit entities to create new housing opportunities. HAP owns and operates 3,900 units of affordable housing, 2,300 of public housing units, and manages nearly 8,000 Section 8 rent assistance vouchers.
- The Portland-based ***Community Development Network (CDN)*** consists of twenty-one community development corporations whose goal is to provide affordable rental housing units and homeownership opportunities to low- and moderate- income individuals and families throughout Multnomah County. CDN focuses on neighborhood revitalization and works with its non-profit housing providers to coordinate new housing development planning and activities. It also educates and activates community leaders to identify new resources for affordable housing and community development. These community development corporations typically serve people whose household income is 50% or less than Median Income. The following table illustrates the housing

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the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

units by housing type provided by the CDN's member agencies during the past few years:

Type of Housing	Units/Homes Provided
Rental Units	5,782 units
Home Ownership	711 homes sold
Temporary Housing/ Transitional Housing	56 units

Multnomah County Department of School & Community Partnerships (DSCP)

funds and manages a number of social service systems designed to meet emergency or basic needs for a number of low-income populations. DSCP staff manages a number of population-specific services that are organized into comprehensive systems of care.

- **Homeless Families System** Provides funding and coordinates services for homeless families. County staff managed a yearlong planning process with service providers, stakeholders and consumers to create the Homeless Families Plan for Multnomah County: Five-Year Roadmap for Service Development. The plan was adopted by the Board of County Commissioners in June 2000. The system served 4,632 persons in families in FY 2002-03. Fifty percent of those served were children under 18 years of age.
- **Homeless Youth Continuum of Care**— DSCP provides funding and assists with the coordination of services to the homeless youth population (age 13 to 21) living in downtown Portland. The Continuum is able to provide services to youth in need on a 24-7 schedule. The basic goals of the Continuum are to provide screening and referral services to area youth, and to transition youth into safe, stable living environments with supportive education and employment services. County staff manages service contracts and facilitates collaborations between providers. Continuum services are provided by a number of community agencies, including: Janus Youth Programs, New Avenues for Youth, Outside In, Cascadia Behavioral Health, and DePaul Treatment Centers. The Homeless Youth Continuum of Care served 713 youth in FY 2002-03. This number includes only youth who were engaged with the system and receiving intensive services.
- **School Age Policy Framework (SAPF) Service Delivery System** – The SAPF model merges key services with those provided by or contracted through the DSCP. The SAPF service boundaries are divided in six regions in Multnomah County, which align with high school catchment areas to promote better access for families with children. A total of six Regional Service Centers coordinate programs and services at forty-six area elementary, middle and high schools.

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School-based services are offered primarily in the school setting and include extended-day activities, family counseling and supports, and service coordination. School-linked services are offered through collaborations with non-profit providers. These include anti-poverty services, supports to build educational success, and parent/child development services. Contracts for systems services will be in place in FY 2004-05. Service data will become available after the first program quarter ends in September 2004.

Multnomah County Department of Human Services (DHS) – The County's DHS operates the Office of Domestic Violence Prevention, which manages the services for families who become homeless through domestic violence. [HLO # 2 Reduce Domestic Violence contains very detailed information on the planning and program services in Multnomah County.]

- **Homeless Domestic Violence System** – The Office of Domestic Violence Prevention manages contracts with local social service agencies to provide shelter, housing, and counseling for individuals and families who are survivors of domestic violence. Motel vouchers that provide temporary shelter are also available to consumers. In FY 2002-03, there were 1,637 persons served by this system. It is funded by the City of Portland, Multnomah County, and State of Oregon.

City of Portland Bureau of Housing & Community Development (BHCD) – The Bureau of Housing & Community Development (BHCD) works on behalf of Portland's low-income households to broaden access to stable housing and economic advancement. It brings low-income people and community resources together by building partnerships, using analytic tools, and providing leadership. It ensures that local and federal funds are used effectively, efficiently, and in full compliance with rules, regulations, and guidelines of funders. BHCD receives federal Community Development Block Grant (CDBG), HOME, HOPWA, ESG, and McKinney funds to provide housing and services to low- and moderate-income households as well as funding infrastructure improvements to low-income neighborhoods. It also receives a variety of grant funds from the State of Oregon and City General Funds to conduct programs.

BHCD just conducted a yearlong strategic planning effort in 2003, which has redefined how the Bureau organized its portfolio of programs for low- and moderate-income people. The Bureau's Strategic Plan outlines three "Strategic Objectives," which are: 1. End the institution of homelessness; 2. Increase the range of housing opportunities for

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low-income people; and 3. Expand opportunities for low-income residents to improve their economic condition.

A. End the institution of homelessness.

In 2002, the U.S. Government mandated that all jurisdictions receiving federal funds must develop and implement a plan to end chronic homelessness in their communities. With the Bureau's facilitation, several local agencies partnered to make a successful \$9.2 million grant application to address chronic homelessness through housing, employment, and health care. The Bureau also partnered with Multnomah County to win a systems change grant from the Corporation for Supportive Housing and the Robert Wood Johnson Foundation to address chronic homelessness.

Strategies

1. **End chronic homelessness** by increasing the supply of permanent affordable supportive housing. Leverage the City's housing development pipeline with services provided by mainstream systems of care such as County mental health, addiction, and physical disability services. Give priority to serving people who are hardest to house because of their multiple service needs, by placing them in permanent housing with adequate supports and minimal barriers. Use the nationally-recognized Housing First model, where placing someone in permanent affordable housing is the first step towards stability, rather than a reward for compliant behavior.
2. **Relieve situational homelessness** by increasing the supply of permanent housing for very low-income individuals and families whose homelessness is primarily due to economic factors. Rapidly re-house and stabilize those who become homeless. Increase earning power through education, training, and jobs. Link residents to mainstream services as needed.
3. **Prevent homelessness** by providing flexible assistance to deter evictions, and respond to other housing crises. Do comprehensive discharge planning from treatment facilities, jails, hospitals, and other institutions. Employ economic opportunity strategies that increase housing stability by increasing household incomes.^{xviii}

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the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

B. Increase the range of housing opportunities for low-income people.

BHCD has long been engaged in efforts to increase affordable housing opportunities for low-income people who are not well served by the private market, either because their incomes are too low to afford market rate housing, or because they face other barriers. Over the past dozen years, the Bureau's affordable housing efforts were chiefly made in conjunction with neighborhood revitalization and community development activities. Nonprofit organizations, private developers, and the Housing Authority of Portland have collectively developed nearly 6,000 affordable rental units supported by BHCD funding.

BHCD has also played a direct role in supporting low- and moderate-income Portlanders to achieve their dream of homeownership. BHCD-funded homeownership programs, including the Portland Community Land Trust and the Portland Housing Center, have assisted almost 800 first-time, low-income homebuyers. Some 22,500 low-income homeowners received assistance to undertake home repairs related to necessary code compliance, accessibility, home security and/or life and safety needs.

BHCD responded to the community's need for an easy, free way to get up-to-date information on affordable housing availability with the innovative, nationally acclaimed **HousingConnections.org** web site. This site receives 3,500 hits per week and searches through 46,525 units in 2,073 properties across the metropolitan region.

BHCD has decided that it will focus on increasing the supply of 0-30% MFI housing, ensuring that existing housing assets are managed for the long term, and preserving existing affordable housing where it makes economic sense to do so. In addition, their strategic plan strategies also outline efforts to close the minority homeownership gap.

Strategies

1. Rental Housing

- a. Produce more 0-30% MFI units for households with special needs and/or defined as "hard to house."
- b. Produce more family-sized units (FSUs) with three or more bedrooms.
- c. Stabilize the existing subsidized portfolios of affordable housing, through sound asset management practices, and, in some cases, financial restructuring. Where financially prudent, acquire expiring Federally subsidized properties and place them in non-profit ownership to ensure long-term affordability.

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- d. Support a community-based infrastructure to own and manage affordable rental housing, emphasizing asset management capacities. Organize asset and property management systems across the broader portfolio.

2. Home Ownership

- a. Continue current efforts and explore new partnerships to close the minority homeownership gap.
- b. Assist existing low-income homeowners to remain homeowners, by funding critical home repairs.

3. Housing Services

- a. Streamline access to information about housing opportunities, rental assistance and service linkages, building on the HousingConnections.org platform.
- b. Target funding to resident services that have a proven ability to promote housing stability, particularly for households at 0-30% MFI. Partner with mainstream service providers to provide more extensive services needed to increase housing stability for those at greatest risk.
- c. Support services that affirmatively further fair housing and reduce disparities in access to housing opportunities.^{xix}

C. Expand opportunities for low-income residents to improve their economic condition.

For the past decade BHCD has been funding a variety of economic development programs for low-moderate income communities and individuals. Through the best of these programs, blighted low-income commercial districts have been transformed and low-income young people and adults have been placed in jobs or enabled to run stable microenterprises. These programs, while individually successful and valuable, have lacked a unifying, overarching goal.

After reviewing these experiences and researching best practices, we reached several conclusions: 1) Because people take a variety of paths to increase their income/assets, there is value in supporting an array of income/asset creating programs. 2) For low-income people who may face specific or unique barriers to income/asset growth, it is crucial to tailor programs to their specific needs and/or assets. 3) Programs of this nature can only succeed with time and support, and benefit from starting out on a relatively modest scale. BHCD's economic development strategies reflect these conclusions.

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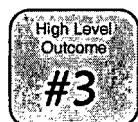
the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

Strategies

1. Fund an array of income and asset building strategies through a competitive RFP process. Specific strategies are anticipated to include:
 - a. Workforce Development: Short-term intensive training/placement/retention of low-income residents in career track jobs.
 - b. Income/Asset Improvement Programs
 - Individual Development Accounts (IDAs)
 - Cooperative Ownership Initiatives
 - Resident Ownership Mechanisms (ROMs)
 - Property-Based Equity Development
 - c. Entrepreneurship
 - Microenterprise Loan and Technical Assistance Programs
 - CD Venture Capital and Equity Infusion Models
 - Sectoral Initiatives
2. Perform rigorous evaluations of the portfolio of strategies in order to assess effectiveness and forecast the ability to replicate and expand the efforts on a greater scale.
3. Develop policies, resources and alliances to ensure local economic programs benefit residents at 0-50% MFI.^{xx}

Commission on Children, Families & Community - CCFC is one of thirty-six local commissions in Oregon. It combines Oregon Commission on Children & Families (OCCF) policy and planning mandates along with anti-poverty oversight responsibilities under its Community Action Commission responsibilities. CCFC uses the Poverty Elimination Framework to guide its work on anti-poverty planning and policy. CCFC and the Poverty Advisory Committee completed an extensive community planning process to complete the Poverty Elimination Framework document. The Board of County Commissioners adopted it in November 2003. The goals of the Framework are:

- Goal 1: All people work together to end poverty
- Goal 2: All people have access to effective systems of support and resources to meet their basic needs
- Goal 3: All people have the ability to build economic and personal assets to achieve self-sufficiency



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The Poverty Advisory Committee is partnering with the County's Department of School & Community Partnerships to conduct implementation planning activities. CCFC also sponsors projects in support of people living on a low-income.

- ***OregonHelps! Website*** - The Commission, along with the County Business Services Department, sponsor the OregonHelps! website – www.oregonhelps.org - which offers low-income consumers eligibility information on twenty-eight different programs and services.

Gaps

- The United Way of the Columbia-Willamette is leading an effort to create a new information and referral phone system. The 2-1-1 system would enable consumers to phone a single number to learn about a variety of social service and housing programs. 2-1-1 systems have been successful in a number of cities across the country. 2-1-1 is still in need of government and foundation funding supports to begin full-scale operations.
- The Bureau of Housing & Community Development developed the "Summary Report on Homelessness" in November 2003 for the Citizens Commission on Homelessness. The data contained extensive information on homeless populations (singles, families, youth, people with disabilities and domestic violence survivors). The tables below are excerpted from the report.

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the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

Gaps Analysis Chart – 2002 and 2003 [Excerpt]^{xxi}

Individuals		Current Inventory in 2003	Under Development in 2003	Unmet Need/Gap
Beds/Units*	Emergency Shelter	661	0	331
	Transitional Housing	670	120	91
	Permanent Supportive Housing	775	60	629
	Total:	2,106	180	1051
Persons in Families with Children		Estimated Need	Current Inventory	Unmet Need/Gap
Beds/Units*	Emergency Shelter	259	14	113
	Transitional Housing	810	0	234
	Permanent Supportive Housing	241	0	159
	Total:	1,310	14	509

Homeless Population and Subpopulations Chart^x

Homeless Population	Sheltered		Unsheltered	Total
	Emergency	Transitional		
1. Homeless Individuals	684	700	1,222	2,606
2. Homeless families with Children	83	389	95	567
2a. Persons in Homeless Families with Children	283	870	257	1,410
Total (lines 1 + 2a)	967	1,570	1,479	4,016
Homeless Subpopulations	Sheltered		Unsheltered	Total
1. Chronically Homeless	420		1,100	1,520
2. Seriously Mentally Ill	458			
3. Chronic Substance Abuse	749			
4. Veterans	182			
5. Persons with HIV/AIDS	144			
6. Victims of Domestic Violence	280			
7. Youth	159			

* Note: This section is based on 2003 analysis. No updated information is available for other parts of this table.

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Barriers

The Portland metropolitan area has experienced an affordable housing crisis during the past decade. Both sectors of the housing market – rental and homeownership – have been impacted by the rise in prices. Low-income families have been particularly affected by this increase in housing costs. Many struggle to maintain their housing in the face of lower wages, higher energy costs and a decrease in government-supported services. Median rental costs increased 19 percent between 1990 and 2000.^{xxii}

Overlaps

- The City of Portland, City of Gresham and Multnomah County all operate independent housing programs. This jurisdictional overlap is often confusing to those seeking government housing supports and services.

Income Supports

Strengths

- ***Temporary Assistance to Needy Families (TANF) Program*** – The federal TANF Program is administered under Oregon's Department of Human Services. [See the "Efforts to Alleviate Poverty" Section for a description of DHS' portfolio of services in Multnomah County.] TANF provides cash benefits to one- and two-parent families with children under 18 years. When combined with Food Stamp benefits, it brings family income to approximately 72% of the federal poverty level. In FY 02-03, the average monthly TANF caseload for Multnomah County was 5,133 cases. Multnomah County's TANF caseload for March 2004 was 5,487. DHS is also working on new organizational initiatives to reduce poverty and eliminate family violence.
- ***Earned Income Tax Credit Outreach*** – The United Way of the Columbia-Willamette coordinates the work on the Oregon Tax Credit Coalition. The Coalition's membership includes representatives from IRS, Oregon Department of Revenue, non-profits agencies, and representatives of local governments. The goal of the Coalition is to increase the participation of low-income people in state and federal tax credit programs.

Health/Mental Health Services

See HLO sections #1, 5, 6, 7, 10, 11, 12, 16, and 17 for detailed information on child, youth, and family health/mental health services.

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Food/Nutrition Services**Strengths**

- **U.S. Department of Agriculture School Lunch Program**– All eight school districts as well as the Educational Service District in Multnomah County offer free or reduced-cost lunches to children whose household income ranges below to somewhat above the FPIG guidelines. 2003-2004 Oregon Department of Education figures showed that 32,760 students, 35.8% of all students in the county, participated in the free lunch program. In addition, 8.4% received reduced price lunches. Ninety of 176 schools reported 50% or more of their student body receiving free or reduced- price lunches.^{xxiii}
- **Summer Food Program** – The Oregon Hunger Relief Task Force is partnering with the Commission on Children & Families, Portland Public Schools, Gresham-Barlow School District, and other agencies to expand participation of low-income families in the Summer Food Program. The Summer Food Program provides free breakfast and lunch meals to children and youth who are in neighborhoods with school that have high participation rates for the Free/Reduced School Lunch Program. During Summer 2003, the program served 3,800 meals a day to low-income children and youth.
- **Food Stamp Program**–The federal Food Stamp Program is administered under Oregon's Department of Human Services. [See the "Efforts to Alleviate Poverty" Section for a description of DHS' portfolio of services in Multnomah County.] Food Stamps help supplement food budgets for low-income households.

DHS has seen a large growth in the numbers of individuals and families eligible for the Food Stamp Program during the state's current economic recession, which began in 2001. Food Stamp Program households grew dramatically in Multnomah County from the end of FY 2001 to FY 2002. In March 2004, the average monthly caseload of Food Stamp Program participants in Multnomah County was 36,475 households, which are comprised of 75,630 non-elderly persons. The average monthly caseload of elderly/disabled households was 14,602 households, which were comprised of 16,345 persons.^{xxiv}

Some of the growth of the Food Stamp caseload can be attributed to the Oregon Hunger Relief Task Force's Food Stamp outreach project, which successfully conducted a pilot program in East Multnomah County. DHS has also collaborated with the Task Force in creating posters, pamphlets and other

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

outreach materials. DHS has contracted with Oregon Safenet to operate a toll-free phone line to provide benefit information to consumers. Finally, DHS has added an electronic copy of the Food Stamp application form to their website. Users can download and complete the form for submission to their local DHS office.

- **Oregon Food Bank** –The Oregon Food Bank is a non-profit organization, which coordinates emergency food relief efforts for eighteen independent food banks throughout Oregon. Food banks and emergency meals programs are part of OFB's member agencies. OFB also manages a major food distribution center in the Portland metro area, which serve residents of Multnomah, Clackamas, and Washington counties and Clark County, Washington. OFB's efforts ensure that there is central planning and coordination, centralized statistical records and efficient food distribution. OFB is also a strong advocate for people in need. OFB member agencies served 134,275 households in Multnomah County last fiscal year. The emergency meals program provided 372,230 meals to low-income people.
- **Oregon State University Extension Service** – OSU Extension works with the Oregon Department of Human Services and the federal Food Stamp Program to increase knowledge relating to nutrition, food safety, and food security for Food Stamp eligible audiences. Programs are limited to locations providing meaningful support through non-federal funding. Strong partnerships and programs currently exist with the county Health Department, Oregon Food Bank, Portland Public Schools, and Portland Police Bureau. Statewide over 15,000 youth and adults participated in focused nutrition education programs in middle schools, summer camps, and community groups, and over 107,000 participated in programs delivered by trained volunteers working at OFB emergency food distribution sites.
- **Multnomah County's Women, Infants, and Children (WIC) program** – WIC is a federal USDA program administered by the County's Health Department. It is a health and nutrition program, with eligibility based on presence of a medical or nutritional risk condition, participant status (pregnant, breastfeeding and postpartum women, infants, and children under 5 years of age), and income below 185% of the Federal poverty level. WIC services are provided free of charge and include:
 - 1) Nutrition education, including support for breastfeeding
 - 2) Health screening and referral to services
 - 3) Monthly vouchers for specific nutritious foods (milk, cheese, eggs, cereal, fruit juice, dried beans, peanut butter, infant formula) or breast pumps if needed to continue breastfeeding after return to school or work.

The Multnomah County WIC program currently serves approximately 18,400 participants each month, with approximately 25,000 participants utilizing WIC

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services in a year. Multnomah County WIC currently operates three clinics.

Barriers

- Both the Oregon Hunger Relief Task Force and the Oregon Food Bank have conducted focus group research with low-income people from around the state during the past three years to determine consumer perceptions about the Food Stamp Program. The major barriers that consumers identified as discouraging their participation ranged from lack of knowledge about program services to the difficult paperwork associated with completing the application. The Oregon Food Bank's "Voices 2003" report on its statewide focus group work identified the high cost of housing and utilities as well as un-or under-employment as key factors in creating "food insecurity."^{xxv} The Oregon Food Bank intends to conduct a new series of focus groups in the upcoming year.
- The Oregon Hunger Relief Task Force has also worked with advocate groups to determine why there is a continuing problem with accessing public benefits in Multnomah County. Advocate organizations identify a number of barriers to program participation including excessive verification requirements, late processing of benefits, wait times for appointments, and inadequate staffing which results in reduced customer service.
- DHS – SDA #2, BHCD, and CCFC all collaborated on a consumer focus group project in 2003. Eighty-one individuals participated in seven different focus groups to discuss their views on existing social services, service access, and barriers to meeting their service needs. The "Listening to Consumers: Conversations about Community and Social Services in Portland and Multnomah County" report was issued in July 16, 2003. The report's three major findings were that Oregon's high unemployment have added to the demand for basic services, there has been a reduction services related to decreased government funding, and there is a lack of comprehensive, integrated systems of care that can respond to complex consumer needs. Consumers also identified complex program rules, bureaucracy, lack of respectful communication, as barriers to creating a "cooperative and supportive" helping relationship between consumers and workers.^{xxvi}

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG)

Efforts to Alleviate Poverty

Employment and Training Services

Strengths

- Oregon's Department of Human Services completed an agency reorganization in 2001, which brought together the formerly separate divisions - Adult & Family Services, Services to Children & Families, and Vocational Rehabilitation into one agency. The new agency is called Department of Human Services (DHS). DHS offices are designated as Service Delivery Area #2 and provide services to a geographic area, which align with Multnomah County's boundaries. In other regions of the state, Service Delivery Areas will include one or more counties. The Children, Adults, and Families (CAF) program offers a variety of self-sufficiency programs designed to transition families from public assistance to work.
- **JOBS & JOBS Plus Programs** support families in their employment training and job search activities to avoid the need to use TANF. Services are offered in collaboration with community colleges, Employment Department offices and Job Training Partnership agencies. Under JOBS Plus participants are placed in subsidized positions with public and private employers.
- **Teen Parent Program** participants receive income support payments. They are required to complete high school education or engage in other activities related to self-sufficiency.
- **Refugee Program** participants receive cash benefits and other supports. In the Portland area, there is a special project to provide medical care and cash assistance to families through a coalition of local agencies.
- **Employment Related Day Care (ERDC)** pays a portion of child care costs for working, low-income families. In January 2004, Multnomah County's caseload was 3,851 cases.
- **Emergency Assistance (EA)** payments provide a cash benefit to low-income families who are escaping from domestic violence. In past years, the EA program was able to serve families who were experiencing a financial or housing crisis not associated with domestic violence. This changed in March 2004, when the Oregon Legislature decided to limit program participation to survivors of domestic violence. In January 2004, under the old program rules, the average caseload was 3,851 cases for Multnomah County.

Reduce Poverty

the percentage of Oregonians with incomes below 100% of the Federal Poverty Income Guideline (FPIG).

During the past two years, DHS has met its goal of decreasing the number of people receiving cash assistance. The agency has made strides in moving recipients to employment. Unfortunately, there has not been a dramatic rise in economic self-sufficiency for these families. Many who are transitioning to employment make employment income that is at or slightly above the Federal Poverty Income Guidelines (FPIG).

- **Worksystems, Inc.**— Is a non-profit, quasi-public agency, which operates a system of seven One-Stop Career Centers for job search assistance, training, education, and workforce-related services for employers. It has a number of centers, oriented to adults and youth, in Multnomah, Washington, and Tillamook counties – Region 2 of a larger network of county, state and federally funded workforce training agencies. Worksystems has five centers for adults in Multnomah County. It has programs designed to foster youth employment as well as programs directed to the needs of dislocated workers.
- **Community Development Corporations** – A limited number of Community Development Corporations provide self-sufficiency programs in addition to housing. These program services include helping housing residents establish Individual Development Accounts as well as assisting with employment search and job training opportunities.

Gaps

- DHS staff report that the lack of research on low-income populations creates difficulties in assessing why people do not access public services available to them.
- Access to reliable transportation is a gap for low-income people transitioning from public assistance to employment opportunities. New job creation has been occurring in areas outside Portland's urban core, yet neighborhoods with concentrated poverty are clustered in the City's urban center. This mismatch between job creation and available workforce could be addressed through enhanced programs of public transportation.

Barriers

- Lack of research information hampers efforts to plan and develop programs for low-income people. Barriers to service access are difficult to overcome without this information.
- There is no common agreement between services providers about whether it is most important for low-income people to be linked directly with existing workforce

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opportunities or linked with educational systems before pursuing employment. Philosophy and approaches on this issue varies between service providers.

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High Level
Outcome

#5

Improve Prenatal Care

As measured by the percent of babies whose mothers received early prenatal care.

High Level
Outcome

#7

Reduce ATOD Use During Pregnancy

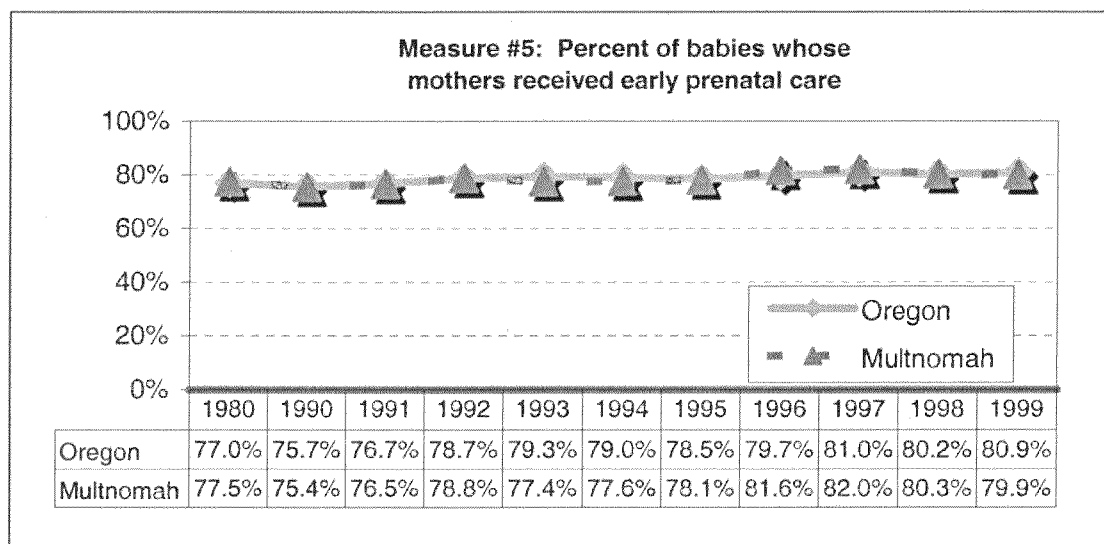
As measured by the percent of pregnant women who abstain from using ATOD during pregnancy

Children's healthy development begins before birth. Birth weights of less than 2,500 grams (about 5.5 pounds) and pre-term delivery are associated with increased infant mortality. Although most low birth weight and pre-term delivery infants survive, significant long-term health and developmental problems often limit children's opportunities to lead full and productive lives.

Early, comprehensive prenatal care can reduce this rate of low birth weight and pre-term deliveries. The Institute of Medicine and the American Academy of Pediatrics estimate that each dollar spent on prenatal care prevents the need to spend \$2 to \$10 on high technology care for low birth weight babies born too small or too early.

Poor pregnancy outcomes due to maternal smoking, alcohol, and/or illicit drug use are well documented. Smoking is closely associated with low birth weight. Heavy alcohol consumption is associated with fetal alcohol syndrome, which is characterized by mild to severe levels of growth retardation, facial malformations, central nervous system dysfunction, and mental retardation. Illicit drug use, most notably the use of cocaine, is associated with fetal distress and impaired fetal growth, and may result in ongoing developmental problems during and after infancy.

STATE AND LOCAL DATA



Source: Oregon Vital Statistics Annual Report (starting 1988)

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Improve Prenatal Care

As measured by the percent of babies whose mothers received early prenatal care.

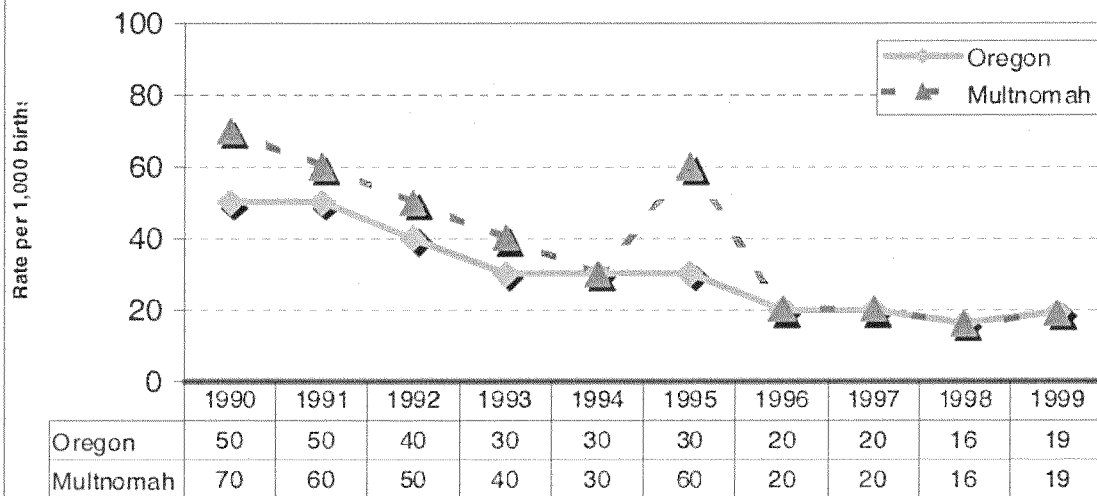
High Level Outcome

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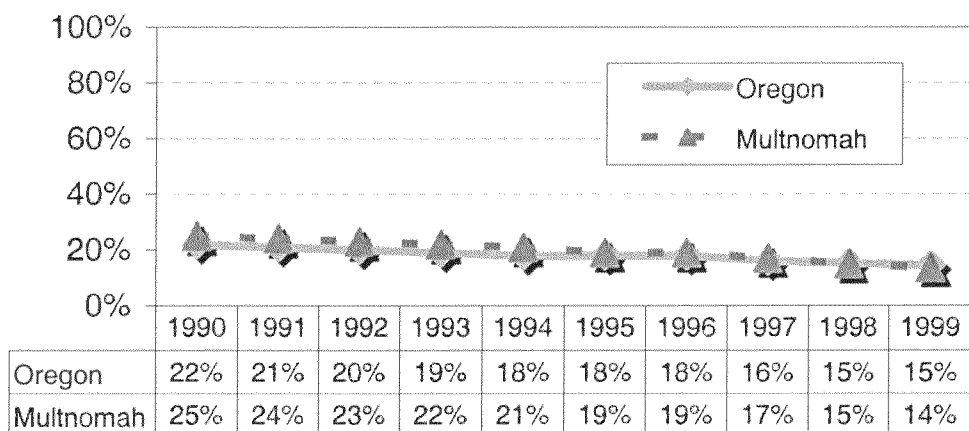
Reduce ATOD Use During Pregnancy

As measured by the percent of pregnant women who abstain from using ATOD during pregnancy

Measure #7a: Rate of infants (per 1,000) whose mothers used alcohol during pregnancy



Measure #7b: Percent of infants whose mothers used tobacco during pregnancy



Source: Oregon Vital Statistics Annual Report (starting 1988)

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Improve Prenatal Care

As measured by the percent of babies whose mothers received early prenatal care.

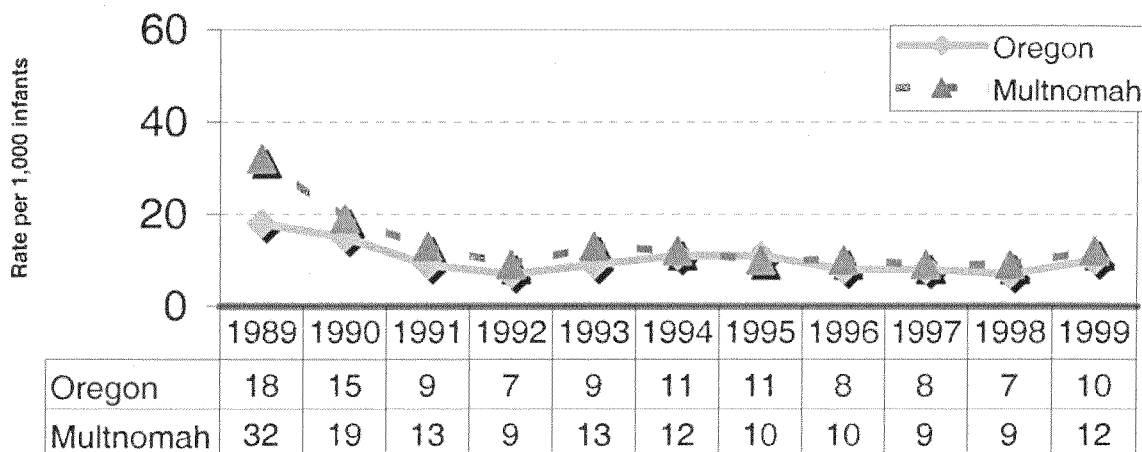
High Level Outcome

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Reduce ATOD Use During Pregnancy

As measured by the percent of pregnant women who abstain from using ATOD during pregnancy

Measure #7c: Rate of infants (per 1,000) whose mothers used illicit drugs during pregnancy



Births and Fertility Rates

In 1998, there were 9,303 births to Multnomah County residents. The annual number of births from 1990 to 1998, was highest in 1991 at 9,445 and lowest in 1994 at 8,929.

Crude birth rates represent the number of live births per 1,000 residents. Fertility rates provide a measure of the number of live births per 1,000 women ages 15 to 44. Crude birth rates declined fairly steadily from 16.1 in 1990 to 14.3 in 1995, and have remained about 14 births per 1,000 residents through 2002.

Fertility rates, which are based on women in childbearing years, declined from 66.7 live births per 1,000 women in 1990 to 60.5 live births per 1,000 in 1994. There were 60 births per 1,000 women ages 15-44 in 2002.

Over the twelve-year period from 1990 to 2002, fertility rates for Hispanic women increased from 92.8 births per 1,000 women ages 15-44 to 115 in 2002. This rate is less than reported in the initial plan, but is a more accurate number using more recent census and birth data. In 2002, using the available estimates, fertility rates among Hispanic women were 2.1 times greater than for White – non Hispanic women and 2.4 times greater than for American Indian women.

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Fertility rates were down for Asian women, from 70.3 to 68 in 2002 births per 1,000 women ages 15-44. Fertility rates declined approximately 28% over the twelve-year period for African American and 35% for American Indian women. Among White non-Hispanic women, fertility rates were down from 63.8 in 1990 to 53 in 2002 births per 1,000 women ages 15-44 in 2002.

Factors Associated with Pregnancy Outcomes

This section examines some of the factors that are associated with poor pregnancy outcomes such as low birth weight and infant mortality. The characteristics examined include giving birth before age 20, receipt of prenatal care, and use of tobacco and alcohol during pregnancy.

Births to Mothers Under Age 20

In 2002, 8% of Multnomah County births were to mothers under age 20, down from 11.3% in 1998.. Births to mothers under 20 increased during the early 1990s from 11.4% in 1990 to 13.0% in 1994. Since 1994, births to mothers under 20 as a percent of total births have declined.

In 2002, the percent of births to mothers under age 20 was highest for African American women (18%%), followed by Hispanic women (15%) and American Indian women (13%). The percent of births to mothers under age 20 were lower for White –non Hispanic (7%%) and Asian women (5%). Similar to the county as a whole, African American and Hispanic births to mothers under age 20 increased from the early to mid 1990s and declined from 1994 to 2002.

As might be expected because of the size of the White population, the pattern for White women is similar to that for the county as a whole. Due to smaller numbers of births, the percent of births to American Indian women show greater variation over time.

The Oregon Health Division reports the following information on teen pregnancy rates in Multnomah County in 2002.

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Area	Pregnancy Rates per 1,000		
	15-17	18-19	15-19
Oregon	27.6	90.8	52.6
Multnomah County	36.8	106	67.2

The Health Division also reports teen pregnancy information by race and ethnicity. These statistics include information on teens that either gave birth or had an abortion. In 1996-98, there were 2,133 teen pregnancies in Multnomah County. Of this number, 57% of the pregnant teens were white; 19% were African-American; 14% were Hispanic; 3% were American Indian; 7% were other non-white; and less than 1% were unknown.

First Trimester Prenatal Care

Early prenatal care plays an important role in identifying and correcting health problems and behaviors that may have a negative effect on birth outcomes. Two indicators of prenatal care are examined here. The first is the percentage of mothers who received prenatal care during the first three months of pregnancy; the second is the percentage of mothers whose prenatal care began after the 6th month or included fewer than five visits.

The percentage of mothers who received prenatal care during the first three months of pregnancy (first trimester prenatal care) increased between 1990 and 1999. For Multnomah County, first trimester prenatal care was up from 75% in 1990 to 80% in 1999 and stayed at 80% for 2002. For comparison, 82% of women in Oregon received first trimester prenatal care.

The percentage of mothers receiving first trimester prenatal care increased for all races and Hispanics. Gains were particularly strong for African American women. The percentage of African American women in Multnomah County who received first trimester prenatal care increased from 61% in 1990 to 77% 2002, a slight decrease from 79% in 1998. The percentage of Hispanic women receiving first trimester prenatal care increased substantially as well, from 57% in 1990 to 71% 2002. First trimester prenatal care also tends to be relatively low for American Indian women, with 67% in

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2002, (down from 71%) receiving prenatal care during the first three months of pregnancy.

Inadequate Prenatal Care

Inadequate prenatal care is defined as care that began during the third trimester (between the sixth and ninth months of pregnancy) or as care that included fewer than five prenatal visits. Overall, there has been a decline in the percentage of women receiving inadequate prenatal care in Multnomah County.

Improvement in prenatal care has been particularly strong for African American, American Indian, and Hispanic women. In 1990, 17% of African American women and 18% of American Indian and Hispanic women received inadequate prenatal care. By 2002, the percent of African American women receiving inadequate prenatal care had dropped to 5%, the same level as for White. Asian had increased slightly from 6% in 1998 to **7% in 2002**. In 2002, prenatal care was inadequate for 9% of American Indian women and 8% of Hispanic women.

Use of Tobacco and Alcohol During Pregnancy

Data from birth records indicate that use of tobacco during pregnancy has declined during the 1990s. In 1990, 25% of new mothers in Multnomah County reported on their children's birth records that they smoked during pregnancy. In 1999, 14% reported smoking during pregnancy. In Oregon the percentage of new mothers who reported that they smoked decreased from 22.2% in 1990 to 15% in 1999. Smoking was highest among American Indian women (34%), followed by African American (18%), and White women (16%). Comparatively few Asian (4%) and Hispanic women (6%) reported smoking during pregnancy.

Self-reported use of alcohol during pregnancy was down substantially in Multnomah County from 6.6% in 1990 to 1.9% in 1999. For the state of Oregon, 5.2% of mothers reported use of alcohol during pregnancy in 1990 and 1.9% reported use of alcohol in 1999.

Self reported use of illicit drugs during pregnancy had decreased from 1.3 percent in 1993 to .9 percent in 1997 and 1998, but has risen to 1.2 percent in 1999. The state of Oregon has seen a similar pattern of .8% and .7% use in 1997 and 1998, with a rise to 1% in 1999.

Health Insurance

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As measured by the percent of pregnant women who abstain from using ATOD during pregnancy

These data are estimates from a telephone survey conducted for the Oregon Progress Board and may overestimate the number of residents with health care coverage. Residents without telephones who are not represented in the study may also be those most likely to lack health care coverage. While these data provide an estimate of the percent of people who have some form of coverage for medical expenses, it does not indicate the extent of coverage or the amount of deductible or co-payments required.

Results from the 1998 Oregon Population Survey indicated that nearly 90% of both Multnomah County and Oregon residents had some type of health care coverage. By age, over 90% of children and adolescents were covered. Based on these estimates, approximately 14,900 children ages 19 and under in Multnomah County are without health care coverage. Anecdotally, adolescents (which includes the beginning of childbearing age) are less likely to have health care coverage than their younger counterparts in this age group.

Adults ages 20-24 were the least likely to have health care coverage. Over one quarter of adults ages 20-24 did not have health care coverage. This amounts to an estimated 12,750 young adults (as noted earlier, a probable underestimate). A recent analysis suggests that the health of the mother prior to conception is a significant factor in infant health. Lack of access to regular health care for women of childbearing age may contribute to poor infant health.

Birth Outcomes: Low Birth Weight

Newborn infants weighing less than 2,500 grams, 5.5 pounds, are considered low birth weight (LBW). In 2002, there were slight increases in LBW 61.9 per 1,000 births in Multnomah County (up from 59.2 in 1998), which is higher than the state average of 58.0 2002 (the state average was 53.7 in 1998). LBW tends to be more frequent among African American infants than among infants of other racial/ethnic backgrounds. In 2002, the rate of LBW infants was 99.2 per 1,000 births for African Americans, up from 97.8 in 1998. LBW rates for White, Asian, and Hispanic women ranged from 57 to 75 in 2002 also up from 1998 range of 55.6 to 61.8 per 1,000 births.

Although the LBW rate for African American infants was substantially higher than for other racial/ethnic groups, there has been a substantial decline in LBW rates for African Americans from 113.8 LBW babies per 1,000 births in 1990 to 99.2 LBW babies per 1,000 births in 2002. Of concern to watch is the trend to LBW increasing across all groups.

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As measured by the percent of pregnant women who abstain from using ATOD during pregnancy

SERVICES AND PARTNERSHIPS

Access to prenatal care is a continuing concern for Multnomah County women. After improvement in access following the implementation of the Oregon Health Plan, there has been a gradual increase in women not receiving early care. Changes in providers for the Oregon Health Plan has, at times, limited the availability of prenatal care providers. An increasing number of pregnant women are not eligible for the Oregon Health Plan and are straining the safety net system of providers. Multnomah County Health Department has recently limited the number of self pay or uninsured pregnant women it can serve.

Multnomah Alcohol and Drug Treatment system has developed a variety of programs to address the needs of pregnant women using alcohol and other drugs. The Health Department collaborates with the Dept of Community Justice on the ADAPT program which provides services to substance using pregnant women in the criminal justice system.

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In January 2000, the Commission on Children, Families and Community, Commissioner

ANALYSIS

Lisa Naito, and the Early Childhood Care and Education Council co-sponsored the "1st Annual Multnomah County Early Childhood Advocates Forum." Two hundred people attended the event to offer community input and insight into the question of *children entering school ready to succeed*. Those attending the day-long event represented a diversity of interests, but were united around a concern for healthy growth and development for young children and their families. A number of community problems and needs were identified. Health care issues for families were discussed extensively.

Strengths

- The Nurse Family Partnership Model – currently being offered in east Multnomah County and North Portland, provides home visiting services to new parents. Eighty-four percent (84%) of those visited are teens.
- Connections Program – provides assessment and referral to community-based agencies for all young women, less than 20 years of age, giving birth in Multnomah County.
- Healthy Birth Initiative, a federal grant, focuses on reducing disparities in pregnancy outcomes and infant mortality for African American and Hispanic families in Northeast Portland.
- SIDS rate has dramatically decreased after the public education effort, "Back to Sleep", encouraged families to put infants on their backs for sleeping.

Gaps

- Expanding the Oregon Health Plan – we need universal coverage for health.
- Prevention materials, screening, immunizations and health services.
- Need more emphasis on whole family health – based on relational development.
- Lack of free-standing birthing centers where new moms can stay for several days for nurturing and education.

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- Need more technological infrastructure to support good public access to information.
- Lack a single phone number with access to parenting information and resources.
- Need to hold multi-disciplinary networking summits that share program information/resources.
- Lack of neighborhood resource centers for families, which serve as a contact point for the neighborhood.
- Need for culturally specific services for a number of populations, including:
 - Asian
 - Native American
 - Russian immigrants
 - Hispanic, especially undocumented immigrants
 - African-American
 - Native African youth, e.g., immigrants from African countries

Barriers

- Health access and assessment services are not currently funded to the level of community need.
- Need coordinated health and social service access that includes: directory of all services; information and referral; confidentiality agreements; easy access points for I&R/services/programs.
- Income eligibility guidelines exclude people who need financial assistance to access health care.
- Develop universal screening/referral/assessment system to be used by all.
- Develop better statewide referral systems and support hotlines.
- Difficult to help families access services when services are different county to county.
- Hispanic teen parents are sometimes not documented, meaning their children are eligible for services but they are not.
- Language is a barrier for teen parents who speak English as a second language.

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As measured by the percent of pregnant women who abstain from using ATOD during pregnancy.

REFERENCES:

The Oregon Plan for Youth Suicide Prevention, A Call to Action, Oregon Department of Human Services, December 2000

Oregon Department of Human Services: Suicidal Behavior, a Survey of Oregon High School Students, 1997

American Academy of Pediatrics

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Executive Director
Commission on Children, Families and Community
Multnomah County
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503-988-6981

Decrease Teen Pregnancy

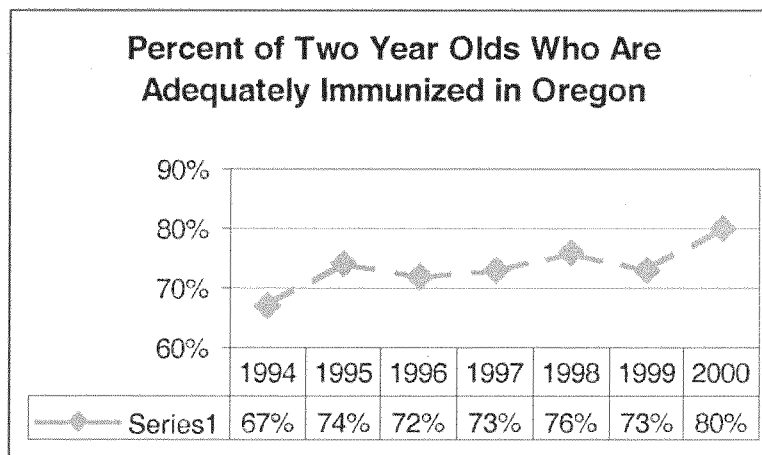
As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

Immunizations beginning in the first months of life can eliminate death and disabilities that result from preventable childhood diseases such as measles and polio. One dollar spent on immunizations can save between \$11 and \$14 in related health care costs by reducing childhood illness and death. Though school-age children are well vaccinated due to school immunization requirements, rates are considerably lower for preschool children.

One of the most effective methods for increasing immunization levels safely has been the implementation of school requirements for immunizations in order for children to attend a children's facility, private or public school, Head Start program or preschool in Oregon. Previously, nearly one in two school-age children did not receive a complete series of immunizations. Currently, school-age children are 97% fully immunized for all vaccines. Immunization requirements have also been effective in improving immunization rates among pre-school children, but not enough to achieve the 95% level necessary to control the public health risk. A significant proportion of these young children do not attend preschool, Head Start or certified daycare centers where proof of immunization would be a required pre-requisite to enrollment. This is unfortunate because preschool children are most vulnerable to communicable childhood diseases that can be prevented by vaccination.^{xxvii}

Statewide, nearly three-quarters of Oregon's two year olds were adequately immunized in 1999. This rate has been fairly consistent since 1995.

STATE AND LOCAL DATA



Source: Achieving Oregon Shines Vision; 1999 Benchmark Performance Report

Increase Immunizations

As measured by the percentage of two-year olds who are adequately immunized.

Between 90 – 92% of preschool children receiving primary care services at County Health Clinics have been immunized. However, less than 20% of children in Multnomah County receive their immunizations through the health department. The most recent survey of children 18 months – 35 months indicated that Multnomah County was at 72.6% immunization rate compared to the state rate of 66.2%.^{xxviii}

Data from the survey and information collected from parents attending Saturday Immunization clinics indicated that the most frequent barriers to service were.^{xxix}

- Lack of insurance
- Changing of insurance policies
- Difficulty in scheduling appointments
- Financial costs such as co-pays, deductibles or office visit costs
- Concern about vaccine safety and confusion about current immunization schedules
- Thought child was up-to-date but they were missing just one shot.

In all income levels, when immunizations are convenient for parents, rates of full immunization increase. In contrast, when parents are required to make appointments to obtain immunizations for their children, the rates of immunization drop.^{xxx}

SERVICES AND PARTNERSHIPS

Collaboration within the community has become more critically needed with the continual addition of new vaccines and the increasing complexity of providing immunization services. Access to the Internet has also added a new dimension. We have more types of vaccines than in the past, and fewer cases of diseases against which we vaccinate. More parents express concern about vaccinating their children against diseases they have never seen. Assuring that parents have access to correct and current information related to vaccines and vaccine safety is a challenge for the entire health community, but a necessity if we have any hope of improving immunization levels for our young children.

More and more insurance companies cover immunization services, but not everyone is insured. Children on the Oregon Health Plan (OHP) are entitled to immunizations through the plan, but they may still have difficulty obtaining services because they do not know where to go, or cannot find a provider, or have long waits to get in to see a provider. In addition, reductions in OHP may cause many clients to lose their benefits.

Decrease Teen Pregnancy*As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.*

Last year, approximately 10,000 unduplicated clients were served through the Saturday clinics coordinated by Multnomah County Health Department. The Saturday clinics provide immunizations to anyone in the community, in convenient neighborhood locations, during hours easily accessible by working families. Due to administrative overhead costs, the Immunization Program has implemented a \$20 office visit fee request for individuals coming to obtain immunizations. This enables the Health Department to recoup badly needed revenue that enables the Program to continue providing valuable community services. However, no child will be denied service due to lack of ability to pay.

The Health Department has developed a system of partners to help maintain the Saturday clinics. These partners include: Multnomah Education Service District; Portland Public Schools; Reynolds School District; David Douglas School District; SUN School Programs; Pilgrim Lutheran Church; Our Savior Lutheran Church; Oregon Nurses Association; Family Care Inc.; Merck Vaccine Division; Aventis-Pasteur vaccines; and Northwest Medical Teams. In addition, we collaborate with nursing schools in the area to provide practicum experience in immunization for their nursing students. Colleges involved with this collaboration include Oregon Health and Sciences University, Linfield College, Walla Walla College, Portland Community College and mt. Hood Community College. These partnerships have allowed for a great deal of additional service and flexibility for families, which would not otherwise be possible. It also provides valuable on-the-job training in immunizations for nursing students who find it increasingly difficult to find practical experience in this nursing specialty.

ANALYSIS**Strengths**

- The Multnomah County Health Department has been successful in partnering with organizations in the community to provide immunization services on Saturdays.
- Multnomah County Clinics have successfully raised immunization rates for their patients.
- Oregon Partnership to Immunize Children is a coalition of public and private providers, interested organizations and groups who want to protect Oregon's Children against vaccine-preventable diseases. Private providers in Multnomah County are involved in this coalition, including PacifiCare, Providence Health

Increase Immunizations

As measured by the percentage of two-year olds who are adequately immunized.

System, Regence Blue Cross/Blue Shield, Legacy, OHSU, and Multnomah Educational Service District.

- Since 2002, the Multnomah County Health Department has a stand-alone clinic for walk-in immunization clients. Funding, however, is insecure in this challenging budget year.
- Nursing students provide valuable immunization services particularly during peak periods.

Gaps

- Access to immunization services must be improved through the private sector. The majority of children receive their vaccines through the private medical community but limited access days, need for appointments, and costs continue to create significant barriers to service.
- Private providers under-utilize the ALERT immunization database that tracks childrens' immunization history. Some children are over or under vaccinated because clinic or personal vaccination record is incomplete.
- Parents frequently do not know whether or not immunizations are a covered benefit of medical insurance. Coverage for immunization services still does not eliminate financial barriers for families.
- It is difficult to assess immunization rates for private providers. The data available is not necessarily broken down by county, provider and demographics.
- Sufficient stable funding to expand services, community education, outreach, and staffing. The current system is currently "maxed out" and unable to accommodate more than 100 children per Saturday.
- Resources to address racial disparity in immunization rates for African American children.

Barriers

- Confusion about the recommended vaccines, concerns for vaccine safety and multiple shots at each visit continue to impact immunization levels in our young children.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

Overlaps

- Families who have health insurance but are unable to access services through their providers often come to the free clinics. Therefore, the Multnomah County Health Department frequently provides publicly funded services to families who may have other privately funded options.

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Decrease Teen Tobacco Use

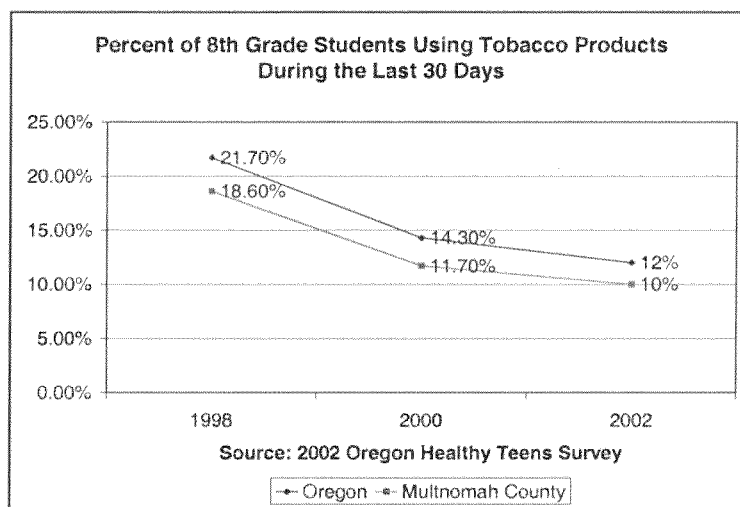
As measured by the percent of eighth grade students who report using tobacco products in the past 30 days.

Smoking has serious long-term consequences, including the risk of smoking-related diseases, increased health care costs associated with treating these illnesses, and the risk of premature death. Most adults who are today addicted to tobacco began smoking as adolescents, and it is estimated that more than 5 million of today's underage smokers will die of tobacco-related illnesses^{xxxii}

STATE AND LOCAL DATA

One in ten (10%) of 8th grade students in Multnomah County reported using tobacco products within the past 30 days in the 2002 Oregon Healthy Teens survey.

Substantially fewer 8th grade students reported use of tobacco products in 2002 than in 1998: both Multnomah County and Oregon show a drop of more than one-third in the percent of students who reported recent use of tobacco products.



Cigarette smoking is the one addiction most likely to become established during adolescence. People who begin to smoke at an early age are more likely to develop more severe levels of nicotine addiction than those who start at a later age. Nationally, 41% of youth have smoked cigarettes by the time they reach eighth grade, and 15% of eighth grade students report smoking cigarettes in the past 30 days.^{xxxii} In Oregon, 12% of all eighth grade students report smoking cigarettes in the past 30 days, according to the most recent data from the Oregon Health Division.^{xxxiii} More females (13%) than males (10%) in Oregon reported using tobacco products in the past 30 days.^{xxxiv}

Cigarette smoking is a major cause of disease and death among racial and ethnic

Decrease Teen Pregnancy*As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.*

populations. In Oregon, 30-day smoking prevalence among eighth grade students is highest among American Indians (24%), followed by African Americans (19%), Hispanics (13%), Whites (11%), and Asians (9%).^{xxxv}

**Percentage of Youth who Smoked Cigarettes in the past 30 days
by Race/Ethnicity: 8th Grade Students, 2002**

White (non-Hispanic)	11%
African American	19%
Hispanic	13%
Asian	9%
American Indian	24%
All 8 th Grade Students	12%

Source: Oregon Healthy Teens Survey, 2002

SERVICE INVENTORIES AND PARTNERSHIP MATRIX

Best practices for tobacco prevention suggest that the most appropriate interventions are population-based and include a comprehensive community-wide approach. For that reason, all Multnomah County tobacco prevention efforts are rooted in relationships developed through a set of coalitions. We are a member of the statewide Tobacco Free Coalition of Oregon (TOFCO) and the Tri-County Tobacco Prevention Coalition..

TOFCO is a statewide coalition of businesses, organizations and individuals who advocate for programs and policies that will decrease the toll of tobacco-use in Oregon.

The Tri-County Tobacco Prevention Coalition includes organizations and individuals who are based in Multnomah County as well as Clackamas and Washington counties. This community action group is dedicated to preventing tobacco-related illness and death. The Tri-County Tobacco Prevention Coalition pursues and promotes projects that prevent and reduce tobacco use through advocacy and education. A partial list of members includes:

- American Cancer Society
- American Heart Association

Decrease Teen Tobacco Use*As measured by the percent of eighth grade students who report using tobacco products in the past 30 days.*

- American Lung Association
- Asian Family Center
- Native American Rehabilitation Association
- Oregon Human Development Corporation
- Oregon Partnership
- Portland State University

Together with Multnomah County-based members of the Tri-County Coalition, the Tobacco Prevention Program develops an annual work plan works toward the goals of:

- Creating Tobacco- Free Environments
- Countering Tobacco Promotions

Due to legislative cuts to the statewide Tobacco Prevention and Education Program in April 2003, Multnomah County Health Department lost its Tobacco Prevention Program. The program was re-instated in March 2004 and employs only one FTE. 2004-2005 fiscal year activities related to preventing tobacco use among youth include: promoting comprehensive tobacco-free schools policies, promoting voluntary smoke-free workplace policies among exempt workplaces, and building awareness about the benefits of smoke free parks policies.

ANALYSIS

Many people assume that the place to start to reduce tobacco use among young people is in the classroom and "the earlier the better." Certainly the school component of tobacco reduction is important, but best practices show that greater reductions in tobacco use are brought about by more comprehensive changes in the larger social environment. This comprehensive approach seeks to change community norms regarding tobacco use, which ultimately change individual behaviors. This broad-based approach is driven by baseline data and ongoing monitoring of tobacco use. Through the use of community-based coalitions, media (both earned and purchased), and advocacy to change policy we have had a significant impact on tobacco use throughout the County. Our past relationships and contracts with schools have fostered approaches that address the intervention areas described above.

Strengths

- Experienced staff

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

- Well-established and diverse coalition

Participation in the Healthy Kids Learn Better Coalition, which receives funding to include tobacco prevention in Coordinated School Health programs in the county

- New statewide laws require licensing of tobacco retailers and clerk-assisted sales of tobacco products, which will serve to reduce youth access to tobacco products
- County and State Smokefree Worksite laws protect youth from secondhand smoke in most workplaces

Gaps

- Need to promote and develop comprehensive tobacco prevention policies and practices among schools throughout the county
- Need to reduce and restrict tobacco marketing practices that appeal to youth, including racial/ethnic minority youth
- Need to further reduce youth access to tobacco products through the internet, retail stores, and through "social sources"
- Need to build support for smokefree outdoor areas used by youth, such as parks and recreation facilities, school grounds, and mass transit stops

Barriers

- Due to legislative cuts to the statewide Tobacco Prevention and Education Program in April 2003, Multnomah County Health Department lost its Tobacco Prevention Program. The program was re-instated in March 2004, but employs only one FTE.
- The Tobacco Prevention Program no longer has funds for youth anti-tobacco advocacy programs.
- The Tobacco Prevention Program no longer has funds for tobacco prevention sub-contracts with school districts.
- The Tobacco Prevention Program has limited resources for evaluation.
- The Tobacco Prevention Program has limited resources for small media.
- Retailers continue to sell tobacco products to minors despite state laws.
- The statewide Smokefree Worksite Laws does not include all workplaces and pre-empts local jurisdictions from passing stronger ordinances.
- With the failure of Measure 30, the \$0.10 tobacco excise tax was not renewed. Tobacco excise taxes are a proven strategy to reduce initiation and continuation of tobacco product use among youth. Oregon is the only state to have ever *reduced* tobacco taxes.
- Oregon's allotment from the Master Settlement Agreement has never been used for tobacco prevention, education, or cessation.

Decrease Teen Tobacco Use

As measured by the percent of eighth grade students who report using tobacco products in the past 30 days.

Overlaps

- No perceived overlaps

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Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

Adolescent child bearing is often associated with long-term difficulties for the mother, her child, and society. The birth rate of adolescents under age 18 is of particular interest because the mothers are still of school age. Compared with babies born to older mothers, babies born to adolescent mothers, particularly young adolescent mothers, are at higher risk of low birth weight and infant mortality. They are more likely to grow up in homes that offer lower levels of emotional support and cognitive stimulation, and they are less likely to earn high school diplomas. For mothers, giving birth during adolescence is associated with limited educational attainment, which in turn can reduce future employment prospects and earnings potential. These consequences are often attributable to poverty and the other adverse socioeconomic circumstances that frequently accompany early childbearing.^{xxxvi}

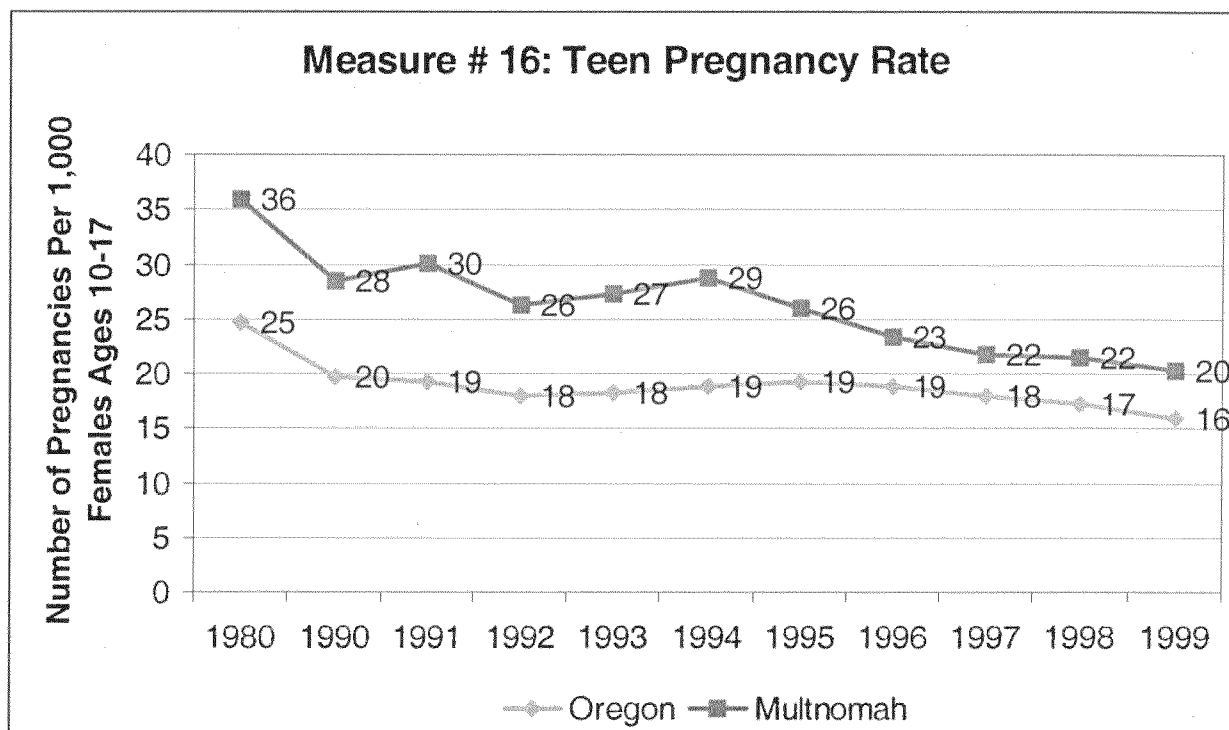
Consequences of Adolescent Childbearing

Adolescent pregnancy is not a new phenomenon, yet it represents different challenges for teens today compared to previous generations. In an increasingly competitive economy the adolescent years must be devoted to education and building the skills needed to find and hold sustainable employment [hold a decent job]. These tasks become increasingly difficult while parenting. Nationally, although not all teen mothers become long-term welfare dependent, almost half of all adolescent mothers and over three fourths of unmarried teen mothers begin receiving welfare within five years of the birth of their first child.^{xxxvii} The likelihood of a negative health outcome occurring for children of adolescent mothers are greater than for children of mothers who are in their 20's or older. For example, the children of adolescent mothers are more likely to be born prematurely and at low birth weight. Adolescent parents are more often single parents. Children who grow up in single parent homes are more likely to do poorly in school, have lower aspirations for educational attainment, and increased risk of becoming an adolescent parent. Children of adolescent mothers are much less likely to succeed in school.^{xxxviii}

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

NATIONAL, STATE AND LOCAL DATA



Source: Oregon Benchmark Performance Report 1999, Oregon Health Division

- Multnomah County's teen pregnancy rates have declined by about 1/3 since 1994, and they have declined nearly half (45%) since 1980, reflecting similar trends statewide. Most recent data for the year 2002 shows the pregnancy rate for adolescents ages 10-17 dropping to 14.3 in Multnomah County.
- In the year 2002, the statewide teen pregnancy rates dropped to 10.9, which is below the targeted benchmark level. This is viewed a big success.

The teenage pregnancy rate in the United States is much higher than in many other developed countries—twice as high as in England and Wales, France, and Canada and nine times as high as in the Netherlands or Japan^{xxxix}

Decrease Teen Pregnancy*As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.*

The Oregon Health Division reports the following information on teen pregnancy rates in Oregon and Multnomah County in 2000.

2002 Pregnancy data from Oregon Health Division

Area	Number of Pregnancies By Age					Pregnancy Rates per 1,000			
	All ages	<15	15-17	18-19	15-19	10-17	15-17	18-19	15-19
Oregon	?	96	2031	4387	6418	10.9	29.6	90.8	52.6
Multnomah County	?	25	427	964	1391	14.3	35.7	112.1	67.7

Teen Pregnancy Rates by Age

Teen pregnancy rates have declined in Multnomah County among all age groups between 1994 and 2002.

<15 years of age

Consensus is widespread that all pregnancies among adolescents younger than 15 are inappropriate and that ideally the target number should be zero. Since 1992, the pregnancy rate in Oregon for teens under 15 has declined by 38.9%. In 2002, 47% of pregnancies in this age group ended in induced abortion or fetal loss. Because of relatively small number of events (and small sample sizes for fetal losses) involved, the resulting rates are not as stable as for older females.

10 to 17 years of age

Objective 1.2 of Multnomah County Health Department's Strategic Plan is to annually reduce the adolescent pregnancy rate for females 10 to 17. This age group was selected for purposes of comparison over time to the state benchmark. *Note that in July 2000 the state benchmark was modified to measure pregnancy rates per 1000 females: ages 10 to 14 and 15 to 17 ^{xii}

15 to 17 years of age

Young women ages 15 to 17 are considered school age. Early parenting limits a young mother's likelihood of completing the high school and post-secondary education necessary to qualify for a well-paying job. The National Healthy People 2010 Target rate for females 15 to 17 is 43 per 1,000 females. In 2002, the teen pregnancy rate for females 15 to 17 in Multnomah County fell to 35.7 per 1,000. However, Multnomah County's rate is still higher than the state rate of 29.6 per 1000. Multnomah County is the most populous county in Oregon with 19.6% of the States' population.

Decrease Teen Pregnancy*As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.***18 to 19 year of age**

Young women in this age group are more likely to have graduated from high school and therefore less vulnerable than younger women to some of the educational, social, and economic difficulties associated with a pregnancy. However, when compared to similarly situated women who delay childbearing until age 20 or 21, adolescent mothers and their children are more likely to experience a number of adverse social, health and economic consequences^{xlii}.

Additional Demographic Information

The Oregon Health Division also provides state and county three year aggregates for teen pregnancy by race and ethnicity, for teens 10-17. In 2000-02, there were 1,592 teen pregnancies in Multnomah County for this age group. Of this number, 53.8% of the pregnant teens were White; 17.6% were African-American;; 2.0% were American Indian; 5.8% other non-white; and 21.7% were Hispanic of all races. (Asian/Pacific Islander is not listed separately in OHD data).

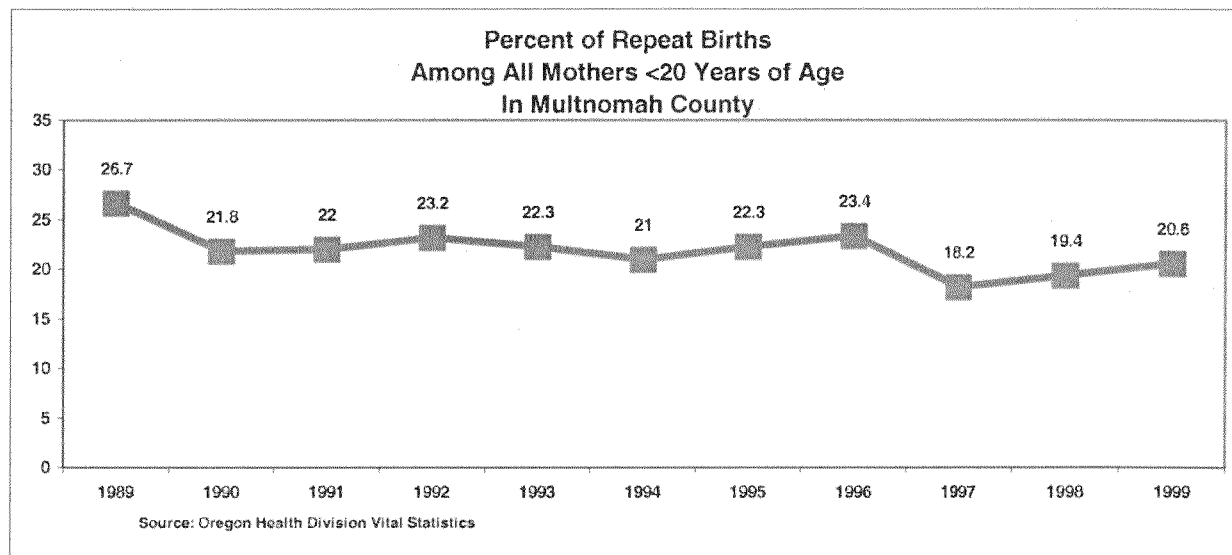
(I do not have updates for this information). Multnomah County's Health Department reports that in 2000, women age 19 and younger, accounted for 10.1 % of all births in the county, 18.8% of all first births and 41.1% of all first births to unmarried mothers. Fifty-nine of those having a first birth had no high school diploma or GED at the time of delivery. Fifty nine percent of births to mothers age 19 and under were paid for with public assistance.

Repeat Adolescent Childbearing

In 2002, 22.9% of Multnomah County births to adolescents ages 10-19 were second and higher order births.. Figure 1 shows the percent of repeat births among mothers less than 20 years of age in Multnomah County from 1992-2002. The variation and slight fluctuation between years warrants continued careful monitoring over time and provides rational for Multnomah County to continue to address prevention of subsequent childbearing among adolescent parents.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.



Adolescent Sexual Behavior

Recent studies have attributed changes in adolescent behavior to declining teen pregnancy and teen birthrates. Declines in teenage pregnancies can be achieved through two mechanisms—changes in sexual behavior and changes in contraceptive use. Broad societal factors underlie both mechanisms. Both the Alan Guttmacher Institute and the Child Trend Research Center released reports in 1999 that examined the reasons for the decline using the most recent data to document the breadth of drops in teen pregnancy. They examined the contributions to these trends of changes in abstinence, the sexual behavior of those who ever had intercourse and contraceptive use. The analysis was based on information from the 1988 and 1995 cycles of the National Survey of Family Growth (NSFG) and recent information on rates of teenage pregnancies, births, and abortions. The national findings show that reduction in sexual activity and use of more effective contraceptive methods played a role in the declines in teen pregnancy rates and birthrates.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

SERVICE INVENTORIES AND PARTNERSHIPS

Adolescent pregnancy and childbearing involves behaviors affected by a set of complex inter-related individual, social, and environmental factors. Therefore, best practices for pregnancy prevention utilize multiple public health strategies designed to meet the needs of sub-populations within the county. Multnomah County provides a continuum of pregnancy prevention services that include:

- 1) Providing **early primary prevention** through age appropriate interventions for younger teens that begin in the 6th and 7th grade and provides skill-based tools and information that young people need to resist societal and peer pressures to become sexually involved. STARS (Students Today Aren't Ready for Sex), Oregon's abstinence education program, began as a demonstration project in Multnomah County in 1994. In 2003, the STARS program added additional "booster" services for 8th and 10th grade students.
- 2) **Partnerships with community-based** programs to facilitate communication and collaboration among individuals, agencies and organizations who share a common vision for pregnancy prevention, youth development, and support for young parents.
The Network on Teen Pregnancy and Young Parenting is comprised of 150+ service providers representing over 50 agencies or programs in Multnomah County, as well as a number of interested individuals. It has been in existence since 1992.
- 3) Effective **male involvement** addresses personal behaviors and decision-making and allows boys and young men to experience the impact they have in their communities. The roles men and boys play in their families, relationships, and community all influence the teen pregnancy rate. Successful male involvement provides ample opportunity for adult males to serve as role models, mentors, and coalition leaders and members. Male involvement is an essential public health strategy because men play an important role in taking responsibility for planning pregnancies and parenting children. Multnomah County has participated in male involvement through development of education materials, conducting focus groups, initiating and supporting a Male Involvement Task Force and assessing current services for ways to increase male participation including both young men and older men. A Community Health Worker currently provides outreach and support to young fathers, with a focus on Hispanic fathers.
- 4) **Access to reproductive health services.** School Based Health Centers have been providing services since 1986. The Multnomah County Health Department School-Based Health Center Program offers comprehensive, age-appropriate and culturally sensitive reproductive health services. These services including reproductive health guidance, abstinence education, sexually transmitted infection (STI) and HIV prevention, and family planning services. Oregon statute permits persons of any age to obtain reproductive health and family planning services and treatment of STIs without parental consent. However, it is the Multnomah County Health Department's policy to encourage students to involve parents or guardians in all aspects of their health care. Multnomah County recently reduced SBHC service hours by reducing to 4 days per week and eliminating evening and summer clinics. Two middle school SBHCs have also been closed in the past few years. In addition, a Teen Health Clinic was opened in East County, so that teens living in East County will have improved access to needed services in a teen-friendly environment.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

- 5) **Providing secondary prevention through programs that serve pregnant and parenting teens to help them avoid a subsequent pregnancy.** The difficulties associated with adolescent childbearing are not always a consequence of the birth, but are often part of the adolescents' experience prior to pregnancy and childbearing. Many times the adolescent parent has experienced many complex events and socio-economic conditions that put the adolescent at risk of becoming pregnant or causing a pregnancy before she/he was ready. After pregnancy, the adolescent may face a lack of support throughout her/his life; the assumption that she/he can't be a good parent; a welfare system that keeps her/him in poverty and forces her/him to live in unacceptable home environments; little chance of assistance with education or job training programs; and few opportunities to understand their own sexuality and potential as a future mother or father. The adolescent needs support in all of these areas in order to succeed in making healthy, informed choices around childbearing and repeat childbearing.
- 6) **Multiple agencies provide services for adolescent parents in Multnomah County** First time teen parents in Multnomah County, 17 and younger, and those 18 and 19 year olds who are still in high school, are offered intensive services through the Insights Teen Parent Healthy Start Program. These services include intensive home visiting and parent education, groups, school and career supports, and activities which support spacing future pregnancies in order to allow the young family to become more stable and self-sufficient. Other intensive supports, parent education, and services available to teens regardless of age, school status or parity through Multnomah County Health Department are Community Health Nurse home visiting, the Nurse Family Partnership program- providing nurse home visiting with a strong pre-natal focus, and the Healthy Birth Initiative program serving African American and Latino families in Northeast Portland.
- 7) **Father Involvement** Multnomah County Health Department has a long and successful history of providing Maternal and Child support services to young mothers. This past year those services have been expanded to include support for young fathers. The *Healthy Fathers and Families Program* serves fathers or other significant males of high-risk pregnant women and their families. Due to the multiple risks associated with too early pregnancy and parenting, many of these high-risk pregnancies are among adolescents. A Community Health Worker who is a member of a Case Management Team provides community-based outreach, education, group facilitation, and support for a service plan tailored to the clients needs
- 8) **Providing advocacy and leadership.** In 1994 Multnomah County developed a Teen Pregnancy Prevention Coordinator position to serve health department staff and administration as well as community partners providing leadership, technical assistance, and strategic planning to assure that teen pregnancy prevention services are comprehensive and unduplicated. Due to County budgetary reductions, both this position and a half time family planning coordinator position have been eliminated. However, advocacy for at risk adolescents and teen parents continues to be a priority through the Healthy Start program and school based health centers.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

ANALYSIS

Recent findings indicate that a reduction in sexual activity and use of more effective contraceptive methods have played a role in the declines in teen pregnancy rates and birthrates. These findings support Multnomah County's focus on primary pregnancy prevention programs such as STARS and School Based Health Centers that provide early intervention to delay the onset of sexual activity. The findings also support secondary prevention for those teens that are sexually active. In 2002-03, 98.1% of School-Based Health Center Family Planning clients ages 15-17 successfully contracepted, while the pregnancy rate among 15-20 year-old SBHC clients dropped from 36.5 per 1000 in 98-99 to 19 per 1000 in 02-03. (See charts)

The declines in adolescent pregnancy and birthrates raise additional questions for program planners. First and foremost we must ask ourselves how do we sustain those efforts that are having an impact. In other words, how do we continue to implement efforts that are research-based, guarantee quality program evaluation, and assure access to services? Secondly, how do we more clearly define the associated risks of those young women who become pregnant or bear children during their adolescent years?

Assessment of the strengths, gaps, barriers, and overlaps of the current services are described below.

STARS (Students Today Aren't Ready for Sex) provides early primary prevention for 6th and 7th grade students in Multnomah County

Strengths

- Students receive 5 sessions delivered by trained teen leaders discussing:
 - The benefits of postponing sexual involvement
 - How the media influences decision making,
 - Managing peer pressure, setting limits, and
 - Skill development through role plays
- Provides age appropriate interventions for younger teens
- Has been implemented in the public schools since 1995
- Has demonstrated effectiveness through evaluations.
- Five school districts in the county are incorporating the curriculum into their educational programs.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

- The program is offered in 31 middle schools.
- STARS incorporates student leadership and peer educators in its program implementation.
- There were 252 "High School Teen Leaders" representing 18 high schools involved in presenting the program last year.
- STARS was presented to 5,400 middle school students during last program year.

In an effort to address the issue of providing a booster for older students to reinforce the postponing sexual involvement message the program applied and received a grant in 2003 to implement a age appropriate intervention at the eighth and tenth grade level. As a result, STARS will reach 12,000 students per year including 5,400 sixth and seventh grade students, 4,100 eighth grade students and 2,400 tenth grade students.

To encourage and assist parents in talking to their child about sexuality issues a media campaign will be launched in September 2004 that will include an informational website (TalktoThem.org) and written materials for parent. In addition each parent of the 8th and 10th grade students who participate in the program will receive a brochure encouraging them to talk to their child about sex.

Gaps

The STARS program has identified gaps in a number of program areas, which diminish the ability of students, parents and teachers to gain a greater understanding of strategies to postpone sexual behavior.

- There is a need for more support to assist schools in providing comprehensive sexuality education. Recent survey data from the Kaiser Family Foundation indicated that parents, students, and teachers, want more information about sexuality made available to students.
- There is a need for booster or reinforcing messages about postponement of sexual involvement aimed at 8th through 10th grades. STARS is highly effective for 6th and 7th grade students, but there is a great demand for similar programming for older teens.
- Effective programs are lacking for working with adolescent boys in the area of pregnancy prevention and gender-specific sexuality education.
- Programs that support parents in talking to their children about sexuality issues.

Barriers:

- None identified at this time

Overlaps:

- None identified at this time

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

Participation in the local Network on Teen Pregnancy and Young Parenting.

Strengths

- Helps providers maximize resources and plan for more effective services.
- Invests energies and resources in supporting young parents and their families, postponing teen pregnancy, and empowering young people to make informed life choices.
- Initiated the Teen Pregnancy Prevention Coalition, a sub-committee of the Network that is connected to statewide efforts and which brings together those providers and community members who share a common interest in this issue.
- Network meetings regularly enable providers from other systems of care to connect with teen parent providers, including: Early Headstart, SKIP Developmental Screening, Metro Child Care resource and Referral, homeless youth providers, domestic violence service providers, and community health nurses who work with high risk mothers and their infants.
- The Network offers opportunities for staff training to enhance skills in working with teens and teen parents in such areas as pregnancy prevention, housing, and mental health.
- The Network and the Multnomah County Health Department were primary partners in the development of *The Directions Guidebook*, a comprehensive set of tools designed to help teen parents delay subsequent pregnancies. This document has recently been translated into Spanish.

Gaps:

- Network funding was eliminated from the Multnomah County budget in 2003 but partially restored through a combination of funding from the Multnomah County Health Department and the Oregon Department of Human Services. Reduced funding in 2004-05 is also likely. This lack of ongoing, stable funding necessitates reductions in Network activities, notably the Pregnancy Prevention Coalition, which has not met since June 2003.

Barriers:

- None identified at this time

Overlaps:

- None identified at this time

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

Male Involvement through discussion groups with males and the work of the Male Involvement Task Force

Strengths:

- Successful completion of a pilot project funded by Adult and Family Services called Involving Males: A Meaningful and Respectful Approach. This was a partnership project with Portland Public Schools, Multnomah County Health Department, and Adult and Family Services. Phase two of the project included a series of 11 weekly, facilitated group discussions with 8 boys ages fourteen to eighteen at Marshall School Based Health Center. The facilitated group discussions are designed to provide an opportunity for the males to:
 - Discuss positive images about what it means to be male.
 - Learn and practice skills to communicate more effectively and develop respectful relationships
 - Gain an awareness of societal influences that shape negative perceptions of being a man
 - Positively support one another
 - Gain important sexual health information
- Involves Fathers which results in:
 - Strengthening of the father/child bond
 - Preventing teen pregnancies
 - Fathers receive support from other men who are parenting
 - Gained access to community resources and referrals
 - Improved awareness of the health and safety needs of their children i.e. immunizations, growth and development etc.
 - Increased knowledge and decision making around interconception periods
 - Improving or maintaining a healthy relationship with their children's mother.

Barriers:

- None identified at this time

Overlap:

- None identified at this time

Access to reproductive health services in School Based Health Centers

Strengths

- School based health centers are located in four middle schools and seven high schools

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

- School-based services provided 35,730 client visits to 7,367 clients in 2002-03. Of these, 31% were for family planning services.
- Reduces barriers to access by being located in the school site
- Provides age appropriate reproductive health services
- Offer comprehensive reproductive health services including reproductive health guidance, abstinence education, sexually transmitted infection and HIV prevention, and family planning services
- Utilizes culturally competent staff who are sensitive to the needs of adolescents.
- Long history of excellent services since 1986.
- To meet the need for teen services in East County, a Teen Clinic has opened in Gresham within the East County Health Center. This clinic serves clients who do not have school based services available within their school, as well as teens not in school.

Gaps

- Not located in all schools in Multnomah County
- Due to budgetary reductions, school based health centers are reducing hours both during the school year and in the summer months.

Barriers

- Some school districts will only accept a School Based Health Center program if the reproductive health services are limited.

Overlaps

- None identified at this time

The Healthy Start Program for young parents provides secondary prevention through programs that serve pregnant and parenting teens to help them avoid a subsequent pregnancy.

Strengths:

- Assesses the strengths and needs of pregnant and parenting adolescents and their children in Multnomah County, and refers them for a wide variety of services.
- Provides Assessment and referral at or before the point of delivery in the hospital
- Provides Intensive case management and support services for high risk adolescent parents not in a school based teen parent program;
- Provides Program coordination and evaluation.

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

- Has been providing services to teen parents since 1993.

Gaps:

- Healthy Start programs are only able to serve families with first-time births. This has caused a reduction in the level of services available to teen parents who are experiencing a subsequent pregnancy. Providers are making efforts to reduce the effect of this gap by using other resources to provide case management and to help these teens access other Health Department services, including Healthy Birth Initiative and field services.

Barriers:

- None identified

Overlap:

- None identified

Providing advocacy and leadership

Strengths:

- Continuing work is being done to develop a comprehensive plan based on public health practices and good research to reduce unintended adolescent pregnancy. This plan would be based on an analysis of local data, defining a local definition of comprehensive approaches and by examining best practices.

Gaps:

- Greater efforts need to be made in working with local media (TV, radio, newspapers) to create and promote developmentally appropriate public health messages for teens.
- Resources need to be devoted to examining strategies to reach racial/ethnic minorities, gay, lesbian and bisexual youth, young males, and people with disabilities, with sexual health information.
- Innovative research based methods need to be used to integrate teen pregnancy prevention into additional county programs.
- Continued work needs to be done to develop male specific skill development and health promotion activities related to teen pregnancy.

Barriers:

High Level
Outcome

#16

Decrease Teen Pregnancy

As measured by the rate of pregnancies (live births, abortions, fetal deaths) per 1000 youth ages 10-17.

None identified at this time

Overlaps:

None identified at this time

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Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Community engagement is an important priority in Multnomah County. Many organizations are dedicated to this benchmark, utilizing a variety of approaches. We define community engagement as the participation of citizens, businesses, and others in the decisions and actions that help to shape their communities. The Commission on Children, Families & Community (CCFC) describes its major role as bringing together “people and organizations to develop policy and plans for deploying our community’s resources.”^{xliii} We view this work as building systems to efficiently and effectively deliver the services and support our children, youth, and families need to thrive. CCFC is also charged with overseeing local anti-poverty efforts. The Commission conducts this work by engaging its community members as valued partners.

CCFC utilizes a committee/council/commission structure to accomplish much of its work. There are currently five advisory groups: Multnomah Youth Commission, Early Childhood Council, School Age Council, Community Safety Net and the Poverty Advisory Committee, which are each comprised of 25 to 35 members. CCFC Commissioners are asked to serve on one of these advisory groups in addition to their regular Commission participation. The current number of volunteers in CCFC-related groups numbers over one hundred.

The Commission on Children, Families & Community has a commitment to supporting community engagement as a way to build “social capital.” Social capital is the concept that social networks have value and can be as diverse as neighbors working on a bicycle path improvement project or unemployed people coming together in job support group. Key elements of involvement are cooperation, trust, information sharing, and reciprocity, meaning that members both give and receive benefits. These efforts as a whole, development of social capital, community engagement, and volunteer involvement, all help to create a healthier community.

CCFC’s community action focus actively engages people living on low-incomes, advocates, agency professionals, and other stakeholders in its planning work. This approach builds on the work of Professor John Powell, Ohio State University, who has defined poverty as the “lack of access to the cultural, social, and economic resources of our society.” CCFC’s planning efforts, by embracing this more wholistic view of the challenges facing impoverished individuals and families, has a strong philosophical base for identifying the multitude of resources needed to move people out of poverty.

The Commission’s work is also informed by the concept that low- or moderate-income communities are not comprised by a collection of deficits, rather these communities have untapped resources or strengths that aren’t recognized in traditional planning processes. Professor John McKnight, urban planner and community organizer, has

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

pioneered the use of “capacity” surveys for citizens to recognize their personal capacities and their community’s untapped resources. The book *“Politics and People”* reports the following McKnight quote, “By labeling people with the names of their deficiencies, professionals miss what is most important to people – opportunities to express and share their gifts, skills, capacities, and abilities.”^{xiv} CCFC is committed to the idea that the members of our community have much to offer our planning efforts.

CCFC’s first major community engagement project was the *Take the Time* campaign, conducted from 1998 to 2002, which utilized Search Institute’s model of 40 assets that promote healthy adolescent development.^{xiv} Assets include a variety of external supports and internal attributes. Young people with many assets are much less likely to engage in high-risk behaviors than those with few assets. *Take the Time* was successful in building community engagement projects through its mini-grant program. Mini-grants funded school improvement projects, community gardens, literacy-reading projects, and many other community activities, which fostered positive child, youth and adult relationships. Hundreds of volunteers were involved in mini-grant projects.

CCFC’s current programs and projects have been developed and managed utilizing strong community engagement. During the past three years, the Commission has developed three major planning documents – the Early Childhood Framework, School Age Policy Framework, and Poverty Elimination Framework – to focus county policy and investment on behalf of children and families living in Multnomah County. The development of each plan document involved an extensive community involvement process, incorporating public meetings, community presentations, written and electronic communications, as well as web-based information dissemination.

The planning process that created the Poverty Elimination Framework in 2002-03 exemplify this approach. Planning communications were routinely sent to the 600+ individuals, organizations, and groups on the CCFC database. Group presentations and briefings were conducted to 225 people in various stakeholder groups. A public hearing on the final draft of the Framework attracted 60 participants, which provided the Commission on valuable input and ideas for Framework’s strategy development.

CCFC’s newly formed School Age Council (SAC) is piloting a strengths-based communication and change model. Called “Appreciative Inquiry” (AI), the model is designed to engage community members in the development of new strategies to implement policy recommendations for the School Age Policy Framework and to address school-age issues countywide. The current AI project involves dialoguing with youth Countywide about what engages them in their learning, deciding how to effectively make changes in youth service delivery and education, and building upon those findings. Participants in this process are led through four stages of discussion



Increase Community Engagement

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(Discovery, Dream, Design, and Destiny), resulting in recommendations for their school or group as well as other action-oriented steps. Two volunteer Council members have held Appreciative Inquiries with approximately 65 youth at two school sites in Multnomah County. The School Age Council currently has eighteen adult and youth volunteers.

Since the implementation of the School Age Policy Framework (SAPF) in 2003-04, the Caring Communities are a component of the school-based and school-linked systems of service in Multnomah County. Caring Communities demonstrate efforts to involve citizens, businesses, providers, and others in planning processes around how best to serve children, youth, and families. The Caring Communities have been established in Multnomah County for ten years and have a successful record of mobilizing community stakeholders in planning and policy efforts related to children, youth, and families. In SAPF system, there are six Caring Communities designated to serve specific geographical regions of the County. The Caring Communities strive to serve as conveners focusing on family involvement, community engagement, integrated services, and school success. Stakeholders attend meetings to network, learn about youth and family services, and contribute to planning development.

In 2003, the W.K. Kellogg Foundation awarded grant funds to Portland /Multnomah County to become one of eight national sites to create a model for developing youth capacity to address significant community problems. Consortium partners collaborating on the project include the Commission on Children, Families & Community, City of Portland Mayor's Office, Portland State University, Portland Public Schools, and the Portland Schools Foundation. CCFC provides staff support to the project, which is governed by a Youth Innovation Fund Board comprised of twenty youth and five adult members. The goal of the project is to work with community leaders to support service-learning opportunities for all county youth.

During the next two years, youth participating in this W.K. Kellogg Foundation project will be supported to acquire skills for civic and political participation as well as make their own distinctive contributions to the public issues they deem important. The Youth Innovation Fund Board plans to allocate a minimum of \$20,000 to 12-20 projects that address a public problem. These youth-led efforts will also link the project-based experience to a service-learning curriculum.

The Multnomah Youth Commission (MYC) has also developed the "Youth Involvement Awards" to highlight the work of young people who are creating positive change in their communities. The intent of the awards is to counter the negative images of young people found in the media and change community perceptions about youth. The Youth



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Innovation Awards are offered in conjunction with the County's Annual Citizen Involvement Award Ceremony. The 2003 Youth Involvement Award winners were highlighted in both print and television media.

The Multnomah Youth Commission also recently sponsored a very successful "Mayoral Candidates Forum" for youth to engage with those campaigning to become Portland's next Mayor. The Forum attracted approximately 70 people and received excellent local media coverage. MYC is active in local efforts with the March Across America/ Mobilizing America's Youth initiative to register youth to vote. Partner organizations include the New Voter's Project and Oregon Student Association. A large voter registration event for youth is planned for June 2004.

The Early Childhood County's "Early Childhood Advocates Forum" has long been one of Portland's premier conference gatherings. The purpose of the yearly Forum is to bring together providers, advocates, and parents to bring a variety of stakeholder perspectives to early childhood development issues. The first Forum was conducted in March 2000 and has now grown to an attendance of over 250 participants. This year's Early Childhood Forum is planned for June.

The Poverty Advisory Committee sponsored the *Walk-a-Mile* community education project in November 2003, which created a month-long relationship between elected or appointed official and a low-income constituent to provide a first-hand learning about the challenges facing people living in poverty. *Walk-a-Mile's* policy-maker participants included county commissioners, state legislators and local city officials. *Walk-a-Mile's* low-income participants were all women and the majority were single parents with children. Newspaper coverage of the project was very good with articles appearing in the Oregonian, Street Roots, and Gresham Outlook. An extensive radio interview with project participants was aired on public radio.

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

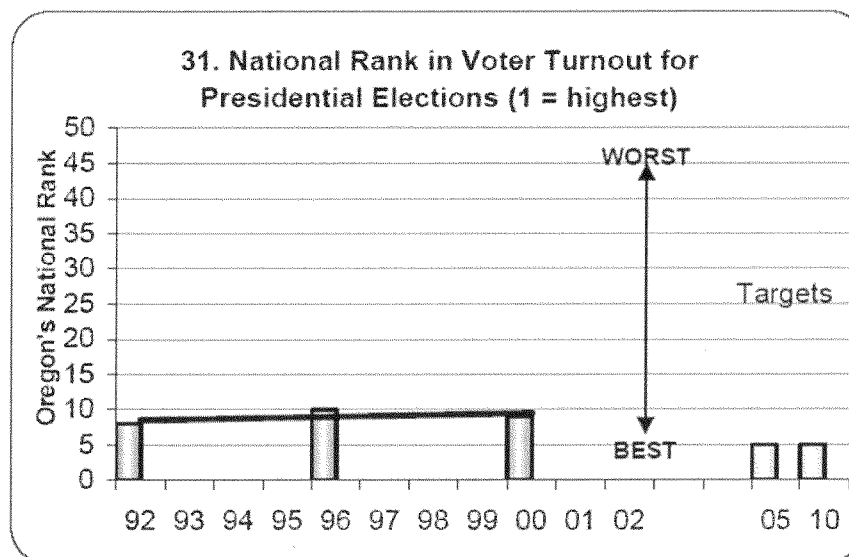
NATIONAL, STATE AND LOCAL DATA

It is often difficult to gather qualitative and quantitative data about Community Engagement. The Oregon Progress Board's yearly "Benchmark Performance Report" contains information that is relevant to community engagement measures. The Benchmark Performance Report's three primary measures of community engagement are: Voting, Feeling of Community, and Volunteering.

Voting

Voting rates provide one measure for citizen's engagement in their community. This data is widely tracked and provides ready comparisons. Trends in the data must be interpreted carefully, however, since there are large differences in turnout between primary and general elections. Participation is higher in presidential election years. The introduction of Oregon's vote-by-mail system has also increased voter participation.

According to the 2003 Benchmark Performance Report, Oregon "ranked in the top ten states for the last three presidential elections, but the target is to be in the top five."^{xlvi}



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

In 2002, 67% of Multnomah County Voters participated in the general election. In the 2000 general election, during the presidential race, 78% of Multnomah County voters participated in the general election. This represented a substantial gain from the 1998 general election (55% participation). Multnomah County voting in 2000 and 1998 were slightly above the state rate and significantly above the national rates.

Presidential & Midterm Election Voter participation rates

	Multnomah County	Oregon	U.S.
2000	78%	75%	68%
1998	55%	54%	49%

Source: Multnomah County Elections Division and the Center for Information & Research on Civic Learning & Engagement^{xlvii}

Young people are much less likely to vote. A 1998 survey conducted by X-PAC found that only 27% of Tri-County eligible voters aged 18-34 voted in the general election. Federal data for the same year shows a similar trend with only 18.5% of voters aged 18-24 participating. Voter participation in the 2000 presidential election showed a marked increase in participation by young people.

US & Oregon Voter Participation by Age Group - 2000

	US	Oregon
All voters	68%	75%
Age 18-24	42%	47%
Age 25+	70%	78%

Source Center for Information & Research on Civic Learning & Engagement^{xlviii}

Voting behavior differs not only by age but also by specific gender, race, ethnicity, income, and educational characteristics. The US Census published a study in February 2002, which included an analysis of voting in the 1996 and 2000 presidential elections. The report document provided information on American population groups who reported they were registered to vote and those who reported that they had actually voted in the election.

The Census Bureau's report concludes, "The characteristics of people who are most likely to go to the polls are a reflection of both the racial/ethnic composition of the citizen population and the attributes of the people with the biggest stake in society: older individuals, homeowners, married couples, and people with more schooling, higher incomes, and good jobs."^{xlix} A number of national, state and local initiatives are aimed at increasing voter participation of specific populations, including youth, people of color, and low-income people. According to the Oregon's Secretary of State's website there

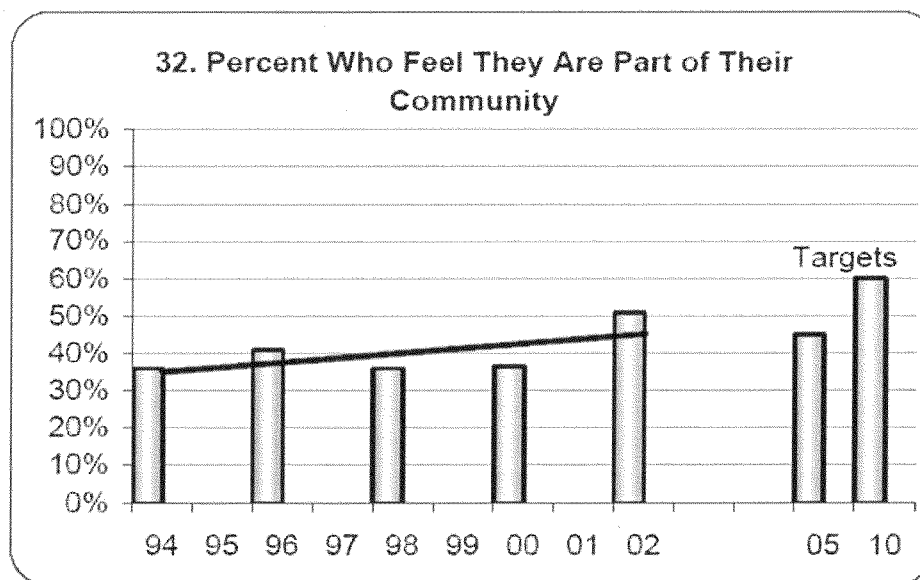
Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

are approximately 20 organizations involved in conducting voter registration activities in Multnomah County.

Feeling of Community

The "2003 Progress Board Report" defines the "Feeling of Community" measure as the "percent of Oregonians who feel they are part of their community." The report attributes the substantial growth of "Feeling of Community" in 2002 to the national response to the 9/11 crisis. The table below illustrates the jump in the benchmark for 2002.

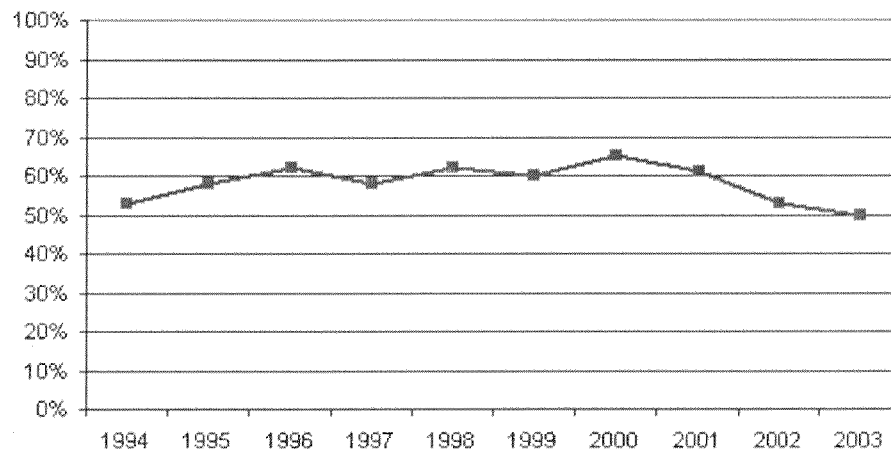


Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Another related benchmark for determining perceptions about community is the “Increase the percentage of citizens who rate local government delivery of services positively” measure used by the Portland-Multnomah Progress Board. In 2003, the Progress Board reported that the percentage of City of Portland residents who rated government “positively” was 50%.¹ This is the lowest approval percentage since this measurement of this benchmark began in 1994.

Percent Portland Residents who rate Government
Delivery of Services as Very Good or Good



Source: City Audit Services Division, Citizen Survey

Volunteerism

Volunteerism rates are another measure of community engagement. In Multnomah County, volunteerism rates have declined steadily since 1992, with current volunteer participation 30% lower than it was a decade earlier. The Portland/Multnomah Progress Board has not reported on this measure since 2000. The table below illustrates the numbers of people age 18 and older who indicated that they volunteered at least 50 hours of their time per year to civic, community, religious institutions, and non-profit activities.

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Percent of Adults who Volunteer 50+ Hours per Year

	Multnomah County	Oregon
1992	31%	NA
1996	29%	NA
1998	27%	NA
2000	22%	NA

Source: Portland/Multnomah Progress Board

SERVICE INVENTORIES AND PARTNERSHIPS

There are many efforts to increase community engagement in Multnomah County (refer to the Community Partners Matrix). Services and supports are offered across the continuum. Recently there has been more growth in youth involvement as well as family and school involvement efforts. Community involvement in planning has been historically valued in Multnomah County, and it continues to expand into new areas through developments such as the community budget hearings.

Many community engagement efforts described in the matrix are not traditional programs or services. Instead, they are collaborative efforts that organize, educate and empower individuals to serve expanded roles in their schools and communities. In this sense, they complement direct services, with which many of the community engagement activities are coordinated.



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

ANALYSIS

The following analysis is broken into subsections that reflect the wide range of community engagement activities.

Community Involvement in Schools

Multnomah County's school districts all have structured programs for involving parents in their children's education and school-related activities. These long-standing programs include Parent Teacher Association groups, advisory committees, and site councils. Portland Public Schools have a long-standing commitment to Site Councils at schools within the district. The Site Councils are comprised of parents, teachers, youth, administration, and community partners, working towards solutions for many of school's issues. Reynolds School Districts, as well as other districts in mid- and east-Multnomah County are committed to having Site Councils in place by the fall of 2004 and even more focused community involvement by fall of 2005.

There are also a number of community-based organizations that provide opportunities for parents and community stakeholders to become involved in local education issues.

Strengths

- There are many local boards and entities designed to give citizens access and a voice in supporting educational success for children, youth, and families. These include:
 - Asian Pacific American Network of Oregon (APANO), which is comprised of leaders, activists, and allies from Oregon's Asian/Pacific Islander communities. APANO's mission is to mobilize the social, cultural and political strengths of many diverse communities through advocacy, networking and collaboration.
 - Asian Family Center is operated in partnership with the Lutheran Community Services and Catholic Charities to provide culturally and linguistically appropriate services to the Asian/Pacific Islander population. Asian Family Center emphasizes family unity and strengths, community cohesiveness, and cultural preservation.

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

- The Community & Parents for Public Schools is a grassroots organization of parents and community members who are focused on Portland School quality and funding issues.
- The Latino Network – Coalition for Latino Education is now a merged organization. The Latino Network is an open forum that advocates for the Latino community, educates, and informs and influences public policy as a force for social change. The Coalition for Latino Education is comprised of advocates, school administrators, teachers, and parent groups who come together to develop strategies that ensure the educational success of Latino students.
- The Portland Schools Alliance is a network of parents, teachers, and principal in Portland schools that is organizing stakeholders to build a base of power for improving public education.
- The Portland Schools Foundation was founded in 1994 as an organization dedicated to school improvement. The Foundation conducts advocacy activities, strategic planning in conjunction with Portland Public Schools, and raises and distributes funds in support of school-based projects and programs.
- Northwest Regional Education Lab – School Improvement Program builds the capacity of educational and community organizations to engage in long-term systemic change efforts for improving the performance of children, youth, and young families.
- OASIS is an intergenerational tutoring program that trains adult volunteers to tutor elementary school students in literacy and create mentoring relationships.
- Oregon Council for Hispanic Advancement (OCHA) manages a number of program initiatives supporting educational opportunities and economic development.
- Stand for Children is organized to provide a grassroots voice for children. It members work on early childhood education, school programs, and health services issues.
- Start Making a Reader Today (SMART) is a program of the Oregon Children's Foundation that organizes volunteers to give their time each week to read books in elementary schools.

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Community Involvement in Planning

- The Caring Communities, components of the School Age Policy Framework (SAPF), serve as conveners focusing on family involvement, community engagement, integrated services, and school success. Stakeholders attend meetings to share information, learn about youth and family services, and provide input to planning and policy development.
- Children First for Oregon Children First for Oregon is a non-profit, non-partisan group, which uses research, public education and policy initiatives to speak to decision-makers, the media and local communities on behalf of Oregon's children and families. It publishes an annual data report called the *Report Card on the Status of Children in Oregon*.
- The City of Portland has made significant investments to insure more widespread public involvement in planning and is starting to use electronic media to expand their reach. The City of Portland's Office of Neighborhood Associations recently completed a yearlong project to solicit community feedback on the City's various services and planning processes. A number of meetings were held with a variety of stakeholder groups to determine community perspectives and receive recommendations for change. CCFC helped to co-sponsor the community meeting for people living on a low-income.
- The County's Citizen Involvement Committee (CIC) was established in 1984 to create opportunities for citizens to help shape county policies and programs. The CIC manages the County's Citizen Budget Advisory Committee process, which provide citizens with a direct voice in budget planning. CIC also serves as a conduit for linking volunteers with Multnomah County programs and services.
- Gresham has an active program of fifteen neighborhood associations as well as staff who coordinates volunteer involvement in city programs.
- The Metro Committee for Citizen Involvement provides advice and feedback on public outreach issues to the Metro Council and staff.
- The business community has played a major role in several recent planning efforts. Notably, the Citizens Crime Commission sponsored a research review establishing the importance of early childhood strategies to reduce juvenile crime and then advocated for the expansion of home-visiting services. Local businesses were also active participants in a process to redesign the system of services for homeless youth in 2001.
- CCFC has created a user-friendly web site that contains information and resources on topics related to children, youth, families and people living in



Increase Community Engagement

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poverty. The website also points citizens to volunteer opportunities in the community.

Gaps

- There are no mechanisms to link countywide systems planning with local community-specific planning efforts. As a result, the countywide direction may not be reconciled with local priorities.
- There is no unifying vision or set of shared priorities among the major public and educational entities.
- A small number of regular participants tends to engage in most planning processes. Public input efforts often fail to capture the interest of people who don't have a professional stake in the process.
- Many citizens lack knowledge about the role or structure of local government and do not know what kind of options they have for participation.
- Planning efforts rarely engage the full diversity of cultures in Multnomah County, or non-English speakers.

Barriers

- The cost of organizing and promoting public involvement opportunities that reach out to a wider group of citizens often prevents agencies from attempting it.
- Public agencies do not share a common understanding of "public involvement", and there are no common best practices to guide them.

Overlaps

- There is insufficient linkage and integration of the multiple planning efforts. Planning and service delivery remains fragmented across agencies and departments.



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Youth Involvement

Strengths

- A growing number of organizations are establishing youth councils and Site Councils and other forums for youth voice. This is primarily focused at a high school level, but several elementary schools have also forged thriving youth input vehicles.
- A small but growing number of organizations are including young people on their boards or governance bodies.
- The Girls Involvement Network and Sisters in Action are teaching young girls leadership and advocacy skills, equipping a new generation to impact their communities.
- More schools are creating opportunities for youth involvement. The Portland Public Schools have created the Student Advisory Committee (SUPERSAC). There is also a student seat on the Portland School Board. Youth have also participated in teams for the Carnegie process to reinvent high schools.
- The Multnomah Youth Commission is committed to developing a set of resources to assist organizations in increasing youth involvement. Assisted by these tools, several large non-profits are transforming the role of youth in their agencies.

Gaps

- Although there are many effective youth development organizations, there is no network to facilitate idea-sharing and mutual support.
- Both adults and youth require skill-building to support effective youth participation. Needed skills include: building youth-adult partnerships, facilitation skills, leadership skills, and a variety of skills to prepare youth to succeed on the boards they join. There are very few skill-building resources available to assist organizations that are trying to increase youth involvement.

Barriers

- Structural barriers inhibit youth involvement. The most common barriers include transportation, meeting times, and conflicts with sport and school commitments.
- Organizations that wish to involve youth may struggle to recruit young people, unless they are a direct service program with ready access to youth.
- Many adults question the value of youth input into decision-making processes and are unwilling to make the necessary accommodations to ensure young



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community

people's participation. They may talk over young people or not take their considerations seriously.

- Youth and adults are frequently ill-equipped to work together successfully because of a lack of skills and experience in doing so.

Family Involvement

Strengths

- The Portland Public Schools created a Family Involvement Team, creating a central pool of expertise that is available to help Title I schools. The team is helping the district to develop a common understanding of family involvement and provides schools with technical assistance to implement it.
- Many school improvement plans contain family involvement strategies.
- There are a number of successful programs and initiatives to increase family involvement in schools, including SUN, FAST, El Programa Hispano, Portland Schools Alliance, and the Middle School Parents Project. Many of these programs are concentrated in communities of higher poverty and social isolation.

Gaps

- Although family involvement is a priority for many school districts, it is frequently seen as an add-on rather than an integral strategy for boosting student achievement. As a result, families can be channeled into fund-raising activities or other roles that are not linked to learning. Family involvement strategies must be better integrated into school improvement plans.
- There are very few involvement efforts that reach out to families who do not speak English or that engage people from non-European cultural traditions. Latino families participate in a far lower rate in school activities, and there are scant supports to build their involvement.

Barriers

- Language and cultural barriers prevent many families from becoming involved, and inhibit communication between schools and families.



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Community Mobilization

Strengths

- There are many neighborhood- and culturally-specific efforts throughout Multnomah County.
- Over the past few years there has been strong growth in community mobilization efforts that use schools as their hub. This provides a natural access point to children and their families.
- The Advocacy Team for Sexual Minority Youth has united a variety of community volunteers in support of sexual minority youth – a group that is frequently overlooked by other efforts. CCFC is providing staffing to the effort.
- Increasingly, community mobilization efforts are involving youth and adults as partners.

Gaps

- Many community mobilization activities are conducted in English and, therefore, do not reach people who do not speak English.
- Community mobilization activities need to be more sensitive and relevant to different cultural processes.

Barriers

- Community mobilization efforts report that it is more challenging to find funding for their activities than for more traditional direct services. Continuing reductions of public funding will exacerbate this challenge.

Overlaps

- There are many community mobilization efforts dedicated to supporting children, and the distinctions between them may be blurry to residents. There are opportunities to collaborate better between initiatives and to create a more seamless interface with the public. CCFC's School Age Council and the SAPF are attempting to clarify entities' roles in this arena.

Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Volunteer Organizations

Strengths

- The diverse array of volunteer organizations creates a wide variety of volunteer opportunities, from episodic activities to sustained commitments.
- There are several volunteer organizations that provide opportunities for youth and adults to volunteer together.

Gaps

- Although the Youth Involvement Network has increased young people's access to community service, many organizations do not accept youth volunteers. Additionally, many young people remain unaware of volunteer opportunities available to them, requiring greater visibility and promotion to assure community-wide awareness. Surveys have indicated that more young people would volunteer if someone asked them; we haven't identified how to reach out to them.
- Although there is an abundance of mentoring organizations in Multnomah County, the number of mentors remains low relative to the need. Most mentoring organizations lack the infrastructure to expand their reach, particularly mentor training and supervision.
- Research has identified a set of best practices for mentoring programs that are clearly linked with positive outcomes. These best practices are not universally employed, however. The Oregon Mentoring Initiative is advocating for a common understanding of standards for mentoring programs.

Barriers

- Turf battles have occasionally inhibited effective collaboration between volunteer organizations.

Overlaps

- There are many mentoring programs, and hence there are many duplicated efforts to recruit volunteer mentors. The Oregon Mentoring Initiative hopes to address this by developing a coordinated recruitment effort for volunteer mentors who are then matched with an appropriate agency.



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

Collaborations and Partnerships

Strengths

- Multnomah County agencies have a strong track record of collaboration on a range of issues.
- The Caring Communities provide local forums for collaboration among providers in high school boundary areas.

Gaps

- There is a lack of waiver mechanisms to reduce complexity within and among jurisdictions (for example, the 150 DHS programs).
- The lack of vertical communication & coordination within agencies hinders collaboration. Collaborations at the leadership level may not be carried down to the front-line, or vice versa.

Barriers

- Funding stream restrictions make it difficult for agencies to merge funding streams across agency lines.
- Collaborative efforts that blend funding streams must often meet several different sets of reporting requirements.



Increase Community Engagement

as measured by the percentage of Oregonians who feel they are a part of their community.

PEOPLE TO CONTACT FOR ADDITIONAL INFORMATION

- For additional information on this "High Level Outcome":

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Increase Community Engagement

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Attachment A: REVISIONS
SB 555, HLO #18: Reduce High School Dropout Rate

The official poverty rate for children in Multnomah County increased during the 1980s and early 90s, but declined during more economically prosperous times in the late 1990s. The table below illustrates the child poverty and utilization of the Free/Reduced School Lunch data for this time period. [Note: The poverty rate data from 2000 is based upon estimates from the American Community Survey. There is missing data in 1999.]

Narrative below the chart: Oregon's current recession has had a negative impact on child poverty rates. The 2002 American survey for Multnomah County shows that 16.4% of young children under age 5 years live in poverty. 14.1% of children ages 5-17 live in poverty. The majority of children in poverty live in households with a single, female parent. Nearly half of these households live in poverty (47.5%). Participation in Free/Reduced Price lunch programs in Multnomah County has grown significantly. 2003-04 Oregon Department of Education figures show that 32,760 students, 35.8% of all students in the county, participated in the free lunch program. An additional 8.4% received reduced price lunches. Ninety of 176 schools reported 50% or more of their student body receiving free or reduced-price lunches.¹

3rd Grade Reading

The research demonstrates that by the 3rd grade, low levels of achievement in elementary school, when combined with poverty, provide early and powerfully predictive warning signals that children will not succeed in their education. The critical risk factors are whether children can read at grade level in 3rd grade, whether a child has been held back to repeat a grade, low socio-economic status and attendance at schools serving primarily poor children. When these four variables intersect, we can predict with better than 80% accuracy whether a child will graduate from high school. (McPartland and Slavin, 1990). Reading is truly a gateway to further learning.

The Commission on Children, Families and Community initiated a collaboration with the Leaders Roundtable, a local group of business leaders, elected officials, school district superintendents, and representatives of higher education, to act on the recommendations of the *Educational Success for Youth* report. The collaborative effort, titled Connecting for Kids, has focused its initial efforts on increasing the number of 3rd graders who read at grade level which the report suggested "would be the most cost-effective investment we could make as a community in increasing educational success."

Strengths

- There is a confluence of attention on the 3rd grade reading benchmark by federal, state and local actors which provides a unique opportunity to align efforts to reach a common goal.

¹ Oregon Department of Education website: www.ode.state.or.us/sfda/reports, accessed 4/22/04.

- Connecting for Kids has brought together the library, school superintendents and principals, volunteer tutoring programs such as SMART and OASIS, representatives of higher education and the Portland Multnomah Progress Board to plan, coordinate and measure the effect of strategies designed to increase the percentage of 3rd graders reading at grade level to 90% by 2003, and 93% by 2008.
- The Multnomah County Library received a grant to examine the public library's role in student success, identify the best practices in this arena and plan the library's activities. Findings were released in January 2002. The final report, which can be found on the project's Web site (<http://www.cascadelink.org/ear/pslp/>) emphasized the dramatic decline in school library funding, collections, and staffing. The project coordinators made multiple recommendations regarding services and actions the library might pursue to ameliorate some of these deficiencies, several of which were implemented by the library. The costlier recommendations were not pursued given the library's current budget environment. However, should that picture improve in the future, there are recommendations that would be worth revisiting.
- The Portland Multnomah Progress Board is collecting and reporting data on 3rd grade reading achievement on a school-by-school basis that includes the following additional variables: ESL population, poverty as measured by free and reduced lunch participants, the percentage of students exempted from testing, and whether the school has a volunteer tutoring program.
- Portland State University has convened local teacher preparation institutions to discuss the districts' feedback that teachers at all levels be better trained to teach reading, and be better equipped to deal with high poverty and high ELL student populations.
- The school districts are universally focused on meeting this benchmark and are engaged in ongoing evaluation of teaching strategies, as well as professional development in reading instruction.

Gaps

- In accordance with the Quality Education Model, the school district superintendents have identified the need for a half time reading specialist in every elementary school. Funding cuts have prevented implementation of this strategy at all schools.
- Programs that use volunteers to improve student success, such as SMART, OASIS and the library's Books 2 U program, lack the capacity to serve all schools where a significant percentage of students do not meet state standards in reading.
- Funding for summer school programs that can provide additional instruction in reading for struggling students, as well help prevent reading losses while school is not in session, is in jeopardy due to declining state and local resources.
- State achievement data in the recent past only reported on the students who are tested each year. If a substantial portion of students are exempted from testing

due to limited English ability, we may be ignorant of the needs of this population even if the percentage of tested students meeting state standards increases. Now that schools are required by the No Child Left Behind Act to be accountable for every child tested, and not tested, this may become a moot issue.

- The population of people speaking languages other than English has exploded while school funding has declined in most county districts making it difficult to meet the needs of an increasing ESL population.
- After-school programs that provide enrichment and/or tutoring in reading are not universally available to all students struggling with reading.
- Despite the fact that research unequivocally demonstrates the relationship between quality school libraries and librarians and school success, staffing and materials for school libraries in many schools in the county have declined. Inadequate funding has prevented implementing the recommendation of the Quality Education Model that each elementary school allocate \$12 per/pupil for new school library materials.

Barriers

- Many of the schools in the county where a significant portion of the students fail to meet state reading standards in 3rd grade are schools that serve families in poverty. Failure to ameliorate the underlying causes of family poverty may prevent improvements in student achievement.
- Student mobility creates many difficulties for students and schools that impede student success, especially in reading. Intra- and inter-district approaches to teaching reading differ which disproportionately impacts highly mobile students.

On May 31, 2001, the Board of County Commissioners passed a resolution appointing a task force to develop recommendations for services to children and their families in schools. The task force identified options for improving and coordinating County-delivered services to school-age children, and addressed the unequal distribution of services throughout the County.

The Department of School and Community Partnerships (DSCP) and the CCFC reviewed existing research on educational success for youth, needs assessments for cultural and ethnic communities, data from the 2000 census, and data on the geographic distribution of resources for children in Multnomah County. With stakeholder input, the issues researched were identified and discussed, and the main theme that surfaced was the belief that schools are a valuable site for students and their families to access services. The framework emerged from this data, its cornerstone being equitable and accessible service delivery.

The SAPF model merges key services and service delivery systems provided and/or contracted through the DSCP including:

- School Uniting Neighborhoods Initiative (SUN Community Schools)
- Community and Family Service Center System
- Youth Investment System

- Touchstone Program
- School Attendance Initiative
- Other school-related contracted programs

Other county departments also play a key role in the SAPF service delivery system including the health department, mental health, and the library system. Overall, the model is comprised of School-based and School-linked Services.

School-Based Services:

- *Extended-Day Activities
- *Family Engagement
- *Parent Organizing for School Success
- *Individual, Group, and Family Support
- *Community and Business Involvement
- *Service Integration
- *Site Management and Providing
Extended-Day Activities

School-Linked Services

- *Anti-Poverty Services
- *Social and Support Services
- *Parent/Child Development

Implementation of the model began in March, 2004. Currently, the County is working in the six regions of the County with this integration of services. The program-level goals are to:

- Increase access to services and supports for high-risk children and their families;
- Minimize barriers to learning for children not succeeding in school;
- Increase attendance for chronically absent students;
- Improve academic achievement for children not reaching benchmarks;
- Close the achievement gap amongst students of various cultural backgrounds;
- Decrease the dropout rate;
- Increase enrollment in school or alternative settings for kids who have dropped out of school; and
- Reduce the effects of poverty and homelessness as a barrier to school success.

CCFC's newly formed School Age Council (SAC) is piloting a strengths-based communication and change model. Called "Appreciative Inquiry" (AI), the model is designed to engage community members in the development of new strategies to implement policy recommendations for the SAPF and to address school-age issues countywide. The current AI project involves dialoguing with youth Countywide about what engages them in their learning, deciding how to effectively make changes in youth service delivery and education, and building upon those findings. Participants in this process are led through four stages of discussion (Discovery, Dream, Design, and Destiny), resulting in recommendations for their school or group as well as other action-oriented steps. Two volunteer Council members have held Appreciative Inquiries with approximately 65 youth at two school sites in Multnomah County. The School Age Council currently has eighteen adult and youth volunteers.

Strengths:

- The Appreciative Inquiry method is revolutionary in that it focuses on how meaningful conversations can lead groups to work with educational issues they face.
- The Council is striving to be a successful adult and youth collaborative, emphasizing youth leadership, as exemplified by having a youth Co-Chair.
- The Council is examining and discussing school age issues with an eye towards systems improvement, in addition to specific outcomes.
- Utilizing Appreciative Inquiry allows the Council to truly engage community members, as they move towards developing their ideas and seeing their values go into action.

Gaps:

- SAC is still working with maintaining and achieving a diverse membership in age, class, ethnic background, and sexual orientation.
- The Council is challenged by how best to incorporate the data it is receiving from participants into an efficient, beneficial, and meaningful format.

Barriers:

- Appreciative Inquiry, as an engagement tool, requires more time to be spent with participants than other engagement methods.
- When working with youth, the structure of the school day (for example, into 50 minute segments) can make engagement more difficult.

Priorities

D: Incorporate evidence-based approaches, including family strengthening strategies/services across the continuum of prevention and treatment services.

Strategies

Implement After School clubs in public housing facilities offering homework assistance, reading, skill building, learning games.

Incorporate family-based prevention programs in public housing prevention services.

Engage 20 youth and their families in core group services.

SB 555 Logic Model

(A&D Prevention logic model)

High Level Outcomes

#10: Decrease Student Alcohol Use
#11: Decrease Student Drug Use

Intermediate Outcomes

75% of participants in after-school clubs will demonstrate problem-solving and mediation skills that they learned in the program.

75% of families completing Reading Together program will be reading with their children at least once a week 6 months later.

75% of core group youth will demonstrate improved academic performance based on school records.

Outputs

Provide 160 sessions of After School clubs throughout a minimum of four Housing Authority of Portland (HAP) public housing sites.

Provide one six-week series of Reading Together curriculum at each of four HAP sites/yr.

Complete Family Strengths Assessment with each of the core group youth.

Attachment C

Prevention Services to Public Housing Residents

Logic Model Narrative

Multnomah County Mental Health and Addiction Services Division and the Housing Authority of Portland have a long-term collaboration providing prevention services to children and families in low-income housing. Children in these complexes have risk factors including extreme economic deprivation, low neighborhood attachment and community disorganization, availability of drugs, and friends who engage in problem behaviors. They need support because lack of bonding with school limits their access to school-based and school-linked services. This project utilizes evidence-based approaches: Social Development Model and risk/protective factor research by addressing specific risk and protective factors and increasing resilience through skill building and family strengthening. As a result, these children are more likely to succeed in school, increase bonding with families and school, and show decreased alcohol and drug use.

In this project, prevention specialists from LifeWorks Northwest (formerly Tualatin Valley Centers) provide various formal and informal services at four low-income housing sites. Three structured services are monitored for the logic model.

Bi-weekly After School Clubs for resident children aged six and older include learning incentives, regular reading, homework assistance, tutoring, and social skill building activities. Evaluation includes having participants demonstrate mastery of problem-solving and mediation skills learned during the club activities.

Reading Together groups support family engagement in schools and encourage regular reading out loud with parents and their children in grades 1-3. Groups address the risk factor "academic failure beginning in elementary school." (Grade three reading success is a key indicator of continued school success.) Evaluation includes a six-month follow-up to determine if families continue reading together.

Core group services provide whole families with family visits, Family Strengths Assessments, and development of family Action Plans that may include school specific support, individual tutoring and mentoring. Evaluation includes monitoring academic performance based on school records.

Attachment D

Priorities & Strategies Aimed at Reducing Substance Abuse SUMMARY

Priority A:

Stabilize and strengthen the current A&D treatment and prevention provider system.

Strategies:

- a) Increase funding rates for women's and youth residential, adult and youth drug free outpatient, adult methadone outpatient and adult detoxification treatment services. [Requires additional funding to implement.]
- b) Strengthen and build on existing prevention/treatment initiatives, collaborations and coalitions.

Priority B:

Reduce administrative contracting costs of providers by streamlining the County's procurement, contracting and performance monitoring processes.

Strategies:

- a) Decrease costs at the provider level by:
 - 1. Developing and implementing integrated procurement, contracting, and performance monitoring strategies between the various entities within County Government who fund A&D services.
 - 2. Streamlining and/or eliminating contractual requirements and reimbursement methods which are no longer applicable and efficient, while still maintaining high accountability standards.

Priority C:

Expand A & D free housing, adult residential treatment, children's beds in residential treatment, youth and adult detoxification, and adult outpatient services. [Requires additional funding to implement.]

Strategies:

- a) Increase transitional housing (adult, families and youth) and residential proctor care (youth) services. [Requires additional funding to implement.]

- b) Develop services that combine intensive outpatient treatment with transitional housing/residential proctor care as an alternative to residential treatment for adults, homeless youth and other special-needs populations. [Requires additional funding to implement.]
- c) Increase the number of adult and family (parents with children) residential beds available in Multnomah County. [Requires additional funding to implement.]
- d) Establish social detox services for youth. [Requires additional funding to implement.]
- e) Increase adult outpatient treatment capacity. [Requires additional funding to implement.]

Priority D:

Incorporate evidence-based approaches across the continuum of prevention and treatment services.

Strategies:

- a) Promote Family Recovery models across the continuum of adult and youth treatment services. Specific service priorities include funding for case management services that help the client/family access needed services and family skills enhancement/development strategies. Families that require extensive habilitation/rehabilitation may require lengthier treatment and supported housing in order to internalize skills.
- b) Identify and promote evidence-based approaches within our prevention and treatment service system.

Priority E:

Move our youth and adult treatment systems to a fully integrated service model.

Strategies:

- a) Work with our provider system and stakeholders to develop strategies to move our A&D service continuum to a fully integrated model with the capability of effectively serving youth and adults with mild to severe co-occurring mental health disorders. Essential features of a fully integrated model include integrated on-site A&D and mental health screening/assessment, treatment planning, and treatment services delivered by dually qualified staff.
- b) Increase funding to A&D providers to a level that would adequately cover the additional costs associated with the delivery of integrated services models [Requires additional funding to implement.];

- Identify best practice integrated service models for youth and adults to be implemented within our system of care;
 - Complete residential and outpatient treatment services cost analysis to determine reasonable reimbursement rates for integrated services;
 - Pursue new funding opportunities to finance integrated services development and delivery;
 - Improve A&D providers' ability to access mental health funding through:
 1. Provision of technical assistance in setting up clinical and financial systems to more efficiently and appropriately access mental health funding.
 2. Advocacy at the local and state levels to change rules/procedures to make it easier to integrate A&D and mental health funding streams.
- c) Work with the A&D provider system and other stakeholders to formulate and implement cost effective strategies for agency/staff development and training in the design and delivery of integrated services. [May require additional funding to implement.]
- d) Increase funding for medical psychiatric support services within our A&D provider system. [Requires additional funding to implement.]
- e) Develop strategies to improve consumer access into needed treatment services. [May require additional funding to implement.]

Priority F:

Expand intersystem collaboration and integration efforts.

Strategies:

- a) Improve collaboration between the Multnomah County alcohol and drug service system and other key service systems through involvement of the Office of Addiction Services in the Department of Human Services (DHS) integration efforts in Multnomah County.
- b) Improve collaboration between Multnomah County alcohol and drug service system and local OHP Prepaid Health Plans.
- c) Reduce stigmatization, increase understanding of, and improve collaboration between, the methadone service system and the A&D free treatment system as well as other support service systems.

Priority G:

Increase access to A&D services for very high risk, and/or inadequately/underserved segments of the County's varied population. [Requires additional funding to implement.]

Strategies:

- a) Improve the effectiveness of and access to cultural and ethnic minority services:
 - 1. Further develop culturally specific outreach and service capacity for adult Russian speakers, Asian adults and youth, Native American youth, and Latino youth. [Requires additional funding to implement.]
 - 2. Identify and remove barriers contributing to under-utilization of slots currently available to adult and youth African American, adult Latino, and youth Asian clients. Increase service capacity for these populations as demand grows. [Requires additional funding to implement.]
 - 3. Develop strategies to improve outpatient treatment completion rates for ethnic minority clients. [May require additional funding to implement.]
- b) Develop strategies to improve treatment access, engagement, and treatment completion for Community Justice clients with A&D abuse/dependency problems who also have a "medium to low risk" of re-offending. [Requires additional funding to implement.]
- c) Develop specialized services for 18 to 25 year olds, for both non-pregnant/non-parenting and for pregnant/parenting individuals. [Requires additional funding to implement.]
- d) Develop specialized services for senior citizens. [Requires additional funding to implement.]
- e) Improve the capacity of our A&D treatment system to address the unique clinical needs of domestic violence/trauma victims and perpetrators. [Requires additional funding to implement.]
- f) Increase specialized services for pregnant and parenting youth under 18 years old. [Requires additional funding to implement.]
- g) Develop specialized services for individuals with significant developmental disabilities and/or cognitive impairment. [Requires additional funding to implement.]
- h) Increase outreach, treatment and aftercare/support groups for sexual minority teens. [Requires additional funding to implement.]

- i) Improve alcohol and drug treatment services to preteens. [Requires additional funding to implement.]

Priority H:

Influence community norms to ensure that youth's access to tobacco is reduced and their environments are tobacco free.

- a) Ensure that every school district in Multnomah County has a policy banning smoking on every school campus and at outdoor sporting events.
- b) Assure that all merchants within a half-mile radius of every high school in Multnomah County receive merchant education regarding sales to minor's law.
- c) Promote media literacy skills especially as they relate to tobacco promotion to adolescents.
- d) Provide training to develop adolescents' skills to advocate for tobacco-free environments.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: R-10

Est. Start Time: 10:30 AM

Date Submitted: 6/10/04

Requested Date: June 24, 2004

Time Requested: 5 Minutes

Department: Business and Community Services **Division:** Land Use & Transportation

Contact/s: Gary Clifford / Karen Schilling

Phone: 503-988-3043

Ext.: 26782

I/O Address: 455/116

Presenters: Gary Clifford

Agenda Title: First Reading and Possible Adoption of an ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

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

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement

to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

3. **Explain the fiscal impact (current year and ongoing).** NA
4. **Explain any legal and/or policy issues.** State law requires a notice be placed in a newspaper of general circulation 10 days prior (06/14/04) to the BCC hearing. We request adoption of this ordinance by emergency to coincide with the City of Portland adoption date (06/24/04) as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.
5. **Explain any citizen and/or other government participation that has or will take place.** The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures:



Department/Agency Director:

Date: 06/10/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On June 17, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1040.
- f. Since the adoption of Ordinance 1040, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 5. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 through 5 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Portland Comprehensive Plan and adopting and implementing the St. Johns/Lombard Plan; Title 33 (PDX Ord. #178452)	6/26/04
2	Exhibit A -- Planning Commission recommended St. Johns/Lombard Plan	6/26/04
3	Exhibit B -- Recommended St. Johns/Lombard Plan: Findings Report with Appendixes	6/26/04
4	Resolution to adopt the St Johns/Lombard Plan Urban Development Concept and Action Charts (PDX Res. #36219)	6/26/04
5	Staff Summary of St. Johns/Lombard Plan Amendments	6/26/2004

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Portland Comprehensive Plan and adopting and implementing the St. Johns/Lombard Plan; Title 33 (PDX Ord. #178452)
2. Exhibit A -- Planning Commission recommended St. Johns/Lombard Plan
3. Exhibit B -- Recommended St. Johns/Lombard Plan: Findings Report with Appendixes
4. Resolution to adopt the St Johns/Lombard Plan Urban Development Concept and Action Charts (PDX Res. #36219)
5. Staff Summary of St. Johns/Lombard Plan Amendments

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1041

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On June 17, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1040.
- f. Since the adoption of Ordinance 1040, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 5. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 through 5 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Portland Comprehensive Plan and adopting and implementing the St. Johns/Lombard Plan; Title 33 (PDX Ord. #178452)	6/26/04
2	Exhibit A -- Planning Commission recommended St. Johns/Lombard Plan	6/26/04
3	Exhibit B -- Recommended St. Johns/Lombard Plan: Findings Report with Appendixes	6/26/04
4	Resolution to adopt the St Johns/Lombard Plan Urban Development Concept and Action Charts (PDX Res. #36219)	6/26/04
5	Staff Summary of St. Johns/Lombard Plan Amendments	6/26/2004

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

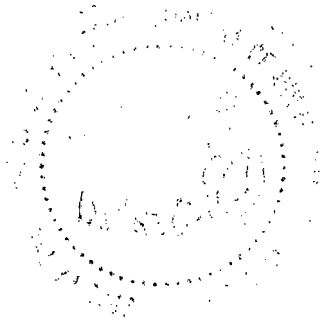
Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board

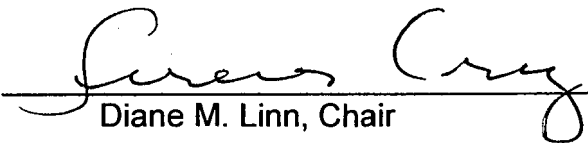
will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: June 24, 2004



BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

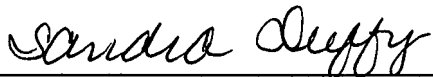
By 
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Portland Comprehensive Plan and adopting and implementing the St. Johns/Lombard Plan; Title 33 (PDX Ord. #178452)
2. Exhibit A -- Planning Commission recommended St. Johns/Lombard Plan
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ORDINANCE No. 1 78452
As Amended

Adopt and implement the St. Johns/Lombard Plan (Ordinance; amend Title 33)

The City of Portland Ordains:

Section 1. The Council finds:

1. Portland's *Comprehensive Plan* was adopted on October 16, 1980, acknowledged for compliance with Statewide Planning Goals on May 3, 1981, and again on January 25, 2000, and updated as a result of periodic review in June 1988, January 1991, March 1991, September 1992, and May 1995.
2. Oregon Revised Statutes (ORS) 197.628 requires cities and counties to review their comprehensive plans and land use regulations periodically and make changes necessary to keep plans and regulations up-to-date and in compliance with Statewide Planning Goals and State laws. Portland is also required to coordinate its review and update of the *Comprehensive Plan* and land use regulations with State plans and programs.
3. Portland *Comprehensive Plan* Goal 10, Plan Review and Administration, states that the *Comprehensive Plan* will undergo periodic review to ensure that it remains an up-to-date and workable framework for land use development.
4. Portland *Comprehensive Plan* Policy 10.2, Comprehensive Plan Map Review, establishes a community and neighborhood planning process for the review and update of the Portland Comprehensive Plan Map.
5. Portland *Comprehensive Plan* Goal 3, Neighborhoods, calls for preserving and reinforcing the stability, diversity, residential quality, and economic vitality of the City's neighborhoods, while allowing for increased density.
6. Neighborhood and area plans serve as components of the *Comprehensive Plan* and are intended to promote patterns of land use, urban design, infrastructure facilities and services that encourage and contribute to the economic, social, and physical health, welfare, and safety of the neighborhood and the city.
7. The area plan is an advisory document for directing and managing change over time. The adopted vision statement, policies, objectives, and zoning implementation measures of the *St. Johns/Lombard Plan* will serve as an official guide to decision-making, public deliberation, and investments.
8. Information used for the formulation of the policies and objectives of the *St. Johns/Lombard Plan* was based on Portland land use, natural resource, and public

infrastructure inventories, economic and transportation analyses, public comments from workshop and open house events, and other meetings, presentations and events.

9. The Bureau of Planning developed *the St. Johns/Lombard Plan* with participation from interested neighborhood and business associations, property owners, business persons and citizens and with cooperation from other bureaus and agencies.
10. Public involvement and outreach activities included regular consultation with citizen and technical advisory groups, neighborhood walks, visioning and urban design workshops, and open houses. Staff also attended numerous neighborhood and business association meetings and convened special-purpose advisory groups to assist in crafting and evaluating plan proposals.
11. The four neighborhood and two business associations in the plan study area each named a representative to the project's citizen working group (CWG). In addition, six "at-large" members were selected through an open application process to form a twelve-person working group. The group began meeting in March 2002 and has met over twenty times over the course of the project. Citizen working group members are listed at the beginning of the *St. Johns/Lombard Plan*. These representatives informed staff on neighborhood and business issues and other matters related to the project and reviewed components and drafts of the *St. Johns/Lombard Plan* throughout its formulation.
12. A technical advisory group (TAG) composed of representatives from public service providers, city agencies, and other governments and organizations participated in the review of components and drafts of the *St. Johns/Lombard Plan* throughout its formulation. Members of the TAG are listed at the beginning of the *St. Johns/Lombard Plan*.
13. The *St. Johns/Lombard Plan* provisions reinforce community development efforts by encouraging the involvement of residents, businesses, and organizations into activities that benefit the St. Johns and Lombard Street commercial areas and their surrounding neighborhoods.
14. *St. Johns/Lombard Plan* provisions implement or are consistent with the Statewide Planning Goals, the Oregon Transportation Planning Rule, the Region 2040 Plan, the Metro Urban Growth Management Functional Plan, and the Portland Comprehensive Plan, as explained in the *Recommended St. Johns/Lombard Plan: Findings Report* attached as Exhibit B and incorporated as part of this ordinance. These rules, policies, plans, provide a basis for integrating new residential, commercial and employment activities into the study area.
15. The *St. Johns/Lombard Plan* includes an urban development concept and implementation action charts, which are adopted by resolution. The action charts represent a commitment from public and private groups to help implement the *St. Johns/Lombard Plan*.

16. The Notice of Proposed Action and copies of the *St. Johns/Lombard Plan* were mailed to the Oregon Department of Land Conservation and Development as required by ORS 197.610 on July 1, 2003.
17. Written notice of the September 9, 2003 Portland Planning Commission and September 4, 2003 Portland Design Commission public hearings on the *Proposed St. Johns/Lombard Plan* was mailed to 1262 interested parties on August 4, 2003. Measure 56 notification of the September 9, 2003 Portland Planning Commission and September 4, 2003 Portland Design Commission public hearings on the *Proposed St. Johns/Lombard Plan* was mailed to all property owners affected by changes to the base zone or allowed uses of property on August 12, 2003 and August 15, 2003.
18. On September 4, 2003, the Portland Design Commission held a public hearing on the *Proposed St. Johns/Lombard Plan*. The Design Commission discussed the Plan at public meetings on December 4, 2003 and January 15, 2004, and recommended that City Council adopt the design-related provisions of the *Recommended St. Johns/Lombard Plan* as amended.
19. On September 9, 2003, the Portland Planning Commission held a public hearing on the *Proposed St. Johns/Lombard Plan*. The Planning Commission discussed the Plan at public meetings on October 14, 2003, November 25, 2003, December 9, 2003, and January 13, 2004. On January 13, 2004, the Planning Commission recommended that City Council adopt the *Recommended St. Johns/Lombard Plan*.
20. Written notice of the March 17, 2004 City Council public hearing on the *Recommended St. Johns/Lombard Plan* was mailed to individuals who testified at the Planning Commission and Design Commission hearings and other interested individuals on February 25, 2004. A Measure 56 notification of the March 17, 2004 City Council public hearing on the *Recommended St. Johns/Lombard Plan* was mailed to all property owners potentially affected by Planning Commission recommended amendments to the base zoning or allowed use of property (where such recommended amendments differed from the *Proposed St. Johns/Lombard Plan*) on February 20, 2004.
21. The Vision Statement, Policies, Goals and Objectives, Master Street Plan, design review provisions and zoning measures of the *St. Johns/Lombard Plan* will serve as an official guide to public and private decision-making and investment in the plan area.
22. It is in the public interest that the recommendations contained in the *St. Johns/Lombard Plan* be adopted to direct change in the study area. These recommendations are consistent with Statewide Planning Goals, Metro's Functional Plan and the City's Comprehensive Plan for the reasons stated in the findings in Exhibit B.

NOW, THEREFORE, the Council directs:

- a. The *Planning Commission Recommended St. Johns/Lombard Plan*, dated February 2004 and contained in the attached Exhibit A, is hereby adopted.
- b. Amend Ordinance No. 150580, Portland's *Comprehensive Plan*, to augment the Comprehensive Plan Vision with the Vision included in the *St. Johns/Lombard Plan*, and incorporate by reference in Policy 3.6, Neighborhood Plans, the Planning Goals, Objectives, and Policies of the *St. Johns/Lombard Plan*, as shown in Exhibit A.
- c. The Portland Comprehensive Plan Map and the Zoning Map of the City of Portland are amended, as shown in Exhibit A.
- d. The *Community Design Guidelines* are amended as shown in Exhibit A. The Desired Characteristics and Traditions statements included in Exhibit A will be used by design review bodies as extensions of Community Design Guideline P1, Plan Area Character, in the *St. Johns Plan District*.
- e. Title 33, Planning and Zoning of the Code of the City of Portland, Oregon, is amended as shown in Exhibit A.
- f. The commentary in Exhibit A is adopted as legislative intent and as further findings.
- g. Exhibit B, *Recommended St. Johns/Lombard Plan: Findings Report*, which contains findings on applicable statewide planning goals, the Metro functional plan, and Portland Comprehensive Plan, is adopted as findings of fact.
- h. Adopt the Master Street Plan of the *St. Johns/Lombard Plan* as a supporting document of the *Comprehensive Plan* and direct the Office of Transportation to incorporate the St. Johns/Lombard Master Street Plan and an implementing objective into *Comprehensive Plan Policy 11B* during the next update to the *Transportation System Plan*.

Section 2. This Ordinance shall be in full force and effect 45 days after Council adoption.

Passed by the Council,

MAY 26 2004

Mayor Vera Katz
Barry Manning
March 17, 2004

GARY BLACKMER
Auditor of the City of Portland

By
Susan Parsons
Deputy

RESOLUTION No.

3 6 2 1 9
As Amended

Adopt the St. Johns/Lombard Plan Urban Development Concept and Action Charts (Resolution)

WHEREAS, neighborhood and area plans are intended to promote patterns of land use, urban design, infrastructure facilities, and services which encourage and contribute to the economic, social, and physical health, welfare, and safety of the area and the city; and

WHEREAS, the *St. Johns/Lombard Plan* was developed with the cooperation of City bureaus and other public agencies and with the participation of neighborhood organizations, property owners, business persons, area residents, and other interested persons; and

WHEREAS, the attainment of the vision, urban development concept, goals, policies, and master street plan of the *St. Johns/Lombard Plan* is dependent upon the coordination of independent actions carried out by private interests, public service providers, and community-based associations; and

WHEREAS, action charts describe the proposed implementation projects, programs, and regulations of the *St. Johns/Lombard Plan*, identify appropriate timeframes for their implementation, and identify agents to oversee or participate in the implementation of an action; and

WHEREAS, the *St. Johns/Lombard Plan* urban development concept represents a refinement of the community's vision for the St. Johns town center and North Lombard main street, and serves as a general blueprint for realizing that vision by identifying elements of urban form that are to be preserved, changed, and enhanced; and

WHEREAS, the *St. Johns/Lombard Plan* vision, goals, policies, and master street plan are adopted as part of the *Comprehensive Plan*, and actions taken to implement the *St. Johns/Lombard Plan* also uphold the *Comprehensive Plan*; and

WHEREAS, public notice was mailed on August 4, 2003 to interested persons, and on August 12, 2003 and August 15, 2003 to all property owners directly affected by plan proposals regarding the Portland Planning Commission and the Portland Design Commission public hearings held on September 9, 2003 and September 4, 2003 respectively; and

WHEREAS, the Portland Planning Commission held a public hearing and accepted public testimony on September 9, 2003, and continued deliberation on the plan at public meetings on October 14, 2003, November 25, 2003, December 9, 2003 and January 13, 2004, and voted to recommend that the City Council adopt the urban development concept and action charts of the *St. Johns/Lombard Plan*; and

WHEREAS, the Portland Design Commission held a public hearing and accepted public testimony on September 4, 2003, and continued deliberations at public meetings on December 4, 2003, and January 15, 2004, and voted to recommend that the City Council adopt the related design amendments of the *St. Johns/Lombard Plan*, and

WHEREAS, the Planning Commission's and Design Commission's recommendations on the *St. Johns/Lombard Plan* are contained in Exhibit A; and

WHEREAS, it is in the public interest that the recommendations contained in the *St. Johns/Lombard Plan* be adopted to direct and manage change in the St. Johns town center and North Lombard main street areas of Portland.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portland, a municipal corporation of the State of Oregon, that the City Council adopt the urban development concept and action charts of the *St. Johns/Lombard Plan* as shown in Exhibit A, and that:

BE IT FURTHER RESOLVED that the implementation actions associated with the action charts of the *St. Johns/Lombard Plan* are approved by City Council as a starting place for projects, programs and regulations that will help implement the policies of the plan; and

BE IT FURTHER RESOLVED that all actions are adopted with the understanding that they may need to be adjusted or replaced with more feasible alternatives. Identification of an implementor for an action is an expression of interest and support with the understanding that circumstances will affect the implementor's ability to take action; and

BE IT FURTHER RESOLVED that the City Council authorizes the City agencies identified on the action charts as implementors to engage in activities aimed at implementing the projects, programs and regulations called for in the action charts of the *St. Johns/Lombard Plan*; and

BE IT FURTHER RESOLVED that the City Council authorizes and directs the Bureau of Planning staff to make minor changes to the action charts of the *St. Johns/Lombard Plan* that correct typographical errors and to ensure parallel construction.

Adopted by the Council, MAY 26 2004

Mayor Vera Katz
Barry Manning
March 17, 2004

GARY BLACKMER
Auditor of the City of Portland

By 

Deputy



CITY OF PORTLAND, OREGON BUREAU OF PLANNING

VERA KATZ, MAYOR
GIL KELLEY, DIRECTOR
1900 S.W. FOURTH AVENUE, ROOM 4100
PORTLAND, OREGON 97201-5350
TELEPHONE: (503) 823-7700
FAX: (503) 823-7800
E-mail: pdxplan@ci.portland.or.us

MEMORANDUM

To: Interested Parties
From: Barry Manning, Senior Planner
Date: May 26, 2004
Re: Summary of St. Johns/Lombard Plan Amendments

The Portland Planning Commission and Portland Design Commission forwarded the *Recommended St. Johns/Lombard Plan* to the Portland City Council in February 2004.

The Portland City Council considered the *Recommended St. Johns/Lombard Plan* at public hearings on March 17, 2004, April 8, 2004, and April 29, 2004. City Council heard public testimony on several issues at each of these hearings, and responded with amendments to the *Recommended St. Johns/Lombard Plan*.

This document contains a summary of City Council amendments to the *Recommended St. Johns/Lombard Plan*. The item numbers indicated correspond to item numbers in the Amendments Reports considered by City Council on April 8, 2004 and April 29, 2004.

Summary of City Council Actions

Item	Amendment Topic	Summary of Issue/Testimony	Council Action
A	Public Process and Notification		
1	Public Process and Notification:	Concern that public process and notification was not adequate. Request to stop the plan.	No change
B	Lombard Street		
2	Curb Extensions	Concerns about effects of curb extensions.	No change
3	Bicycle Lanes	Concerns about effects of bike lanes.	No change
4	Freight Movement	Need to accommodate over-dimensional freight on Lombard until Freight Master plan is adopted.	Amend: • add action item regarding freight needs.
5	Skinny Lots/Residential Density	Concerns about skinny lot development and affect of zone changes from R5 to R2.5 near Lombard.	No change
6	Vanderbilt Street: zoning	Concern about retaining R1 zone. Testifiers request zone change from R1 to R5.	Amend: • rezone selected lots on south side of Vanderbilt from R1 to R2.5.
7	Commercial Zoning & Residential Focus Areas	General concerns that commercial zone changes on Lombard will be detrimental to business. Specific testimony on size limitations of CN1 zone.	Amend: • increase parking maximum in the CN1 zone; • increase maximum size of retail and office uses from 5,000 to 10,000 square feet in the CN1 zone.
8	Design Review	Testifiers requested additional design standards or design review on portions of Lombard Street.	No change
C	Downtown St. Johns		
9	Curb Extensions	Concerns about affects of proposed curb extensions. Other testimony requested additional curb extensions in St. Johns.	Amend: • add evaluation of additional locations to action item TC15.
10	Freight Improvements	Concerns were expressed in general about truck traffic in St. Johns and the truck strategy and process. Testimony also called for implementation of truck strategy freight improvements prior to changes that discourage freight traffic.	Amend: • add action item to ensure completion of projects to ensure freight capacity prior to traffic calming.
11	On-Street Parking	Concerns about elimination and adequacy of on-street parking in St. Johns.	Amend: • amend action item TC8 to clarify.
12	Residential Density/Skinny Lots	Concern about increased residential densities in general (including zone	Amend: • retain R5 zone in

Item	Amendment Topic	Summary of Issue/Testimony	Council Action
		changes from R5 to R2.5, R2, and R1), and about skinny lot development.	area north of Lombard west of St. Louis.
13	"Old" Safeway and Racquet Center: height/design	Testimony requested a maximum building eight of 45 feet, and a change to design guidelines for the area such that new development reflect massing, architecture and materials of nearby civic/institutional buildings, and addition of pedestrian connections through sites.	Amend: • revise Desired Characteristics and Traditions statement for design review in downtown St. Johns to address design features of new development.
14	Philadelphia Gateway: height	Testimony to increase building heights in this area to 55' with bonus to create more prominent development at this gateway.	No change
15	Design Overlay	1. Concern expressed over additional regulations and costs; 2. Testimony to amend Desired Characteristics and Traditions statement for St. Johns; 3. Testimony to increase window standard for multidwelling facades to 21%.	Amend: • revise Desired Characteristics and Traditions statement for design review in residential St. Johns to address design features of new development; • amend Community Design Standards, 33.218.110(k)(3) to strike reference to doors in window percentage calculations; make parallel change to 33.460.110(D)(2) for Lombard R1 area.
16	Princeton Street: zoning	Testimony requesting a change from CN2 zone to R1 zone in this area.	No change
D	Cathedral Park Hillside		
17	Baltimore Hillside: zoning	Request to rezone portion of Baltimore Hillside in Cathedral park from recommended R1d to R2.5.	No change
18	Recreational Trails/Edison Woods	Request to revise recreational trail designation.	Amend: • add new action item to evaluate designation during river and greenway planning processes.
E	Willamette Riverfront		
19	UP Rail Line Land Use	Concerns expressed over noise and other conflicts of potential residential	No change

Item	Amendment Topic	Summary of Issue/Testimony	Council Action
		development near the rail line. Requested code to address setback, soundproofing, and vibration issues for residential units; also grade separation of crossing to reduce noise (addressed in #20).	
20	UP Rail Line Crossing	Testimony about safety issues associated with rail crossings and request for grade separation to reduce noise impacts (see #19).	Amend: <ul style="list-style-type: none"> • amend master street plan to remove John Street from the map; • add language in Master Street Plan discussion to indicate that new street connections on Richmond should be grade separated.
21	Housing in the EG1 Zone	Concern about provision to allow live/work in EG1 zone. Testimony requests keeping housing only as a conditional use.	No change
22	MarCom site: zoning	Request to rezone from Heavy industrial to zone that allows more uses.	No change
23	40-Mile Loop Trail	Request to include plan language to address trail opportunities and greenway connections north of the St. Johns Bridge.	No change
24	Special Pedestrian Connections	Request to change pedestrian priorities to emphasize Philadelphia Street.	Amend: <ul style="list-style-type: none"> • revise transportation action item HR5 to create special streetscapes on Burlington and/or Philadelphia.
25	Boat Launch	Request to have consideration of an additional boat launch in the area.	Amend: <ul style="list-style-type: none"> • add an action item to consider the need for additional boat launch facility when conducting evaluation of future recreation needs.

Summary of City Council Amendments

Item 4: Freight Movement

City Council Actions:

Amend the Planning Commission recommendation as follows:

Add to the transportation action items list the following new item:

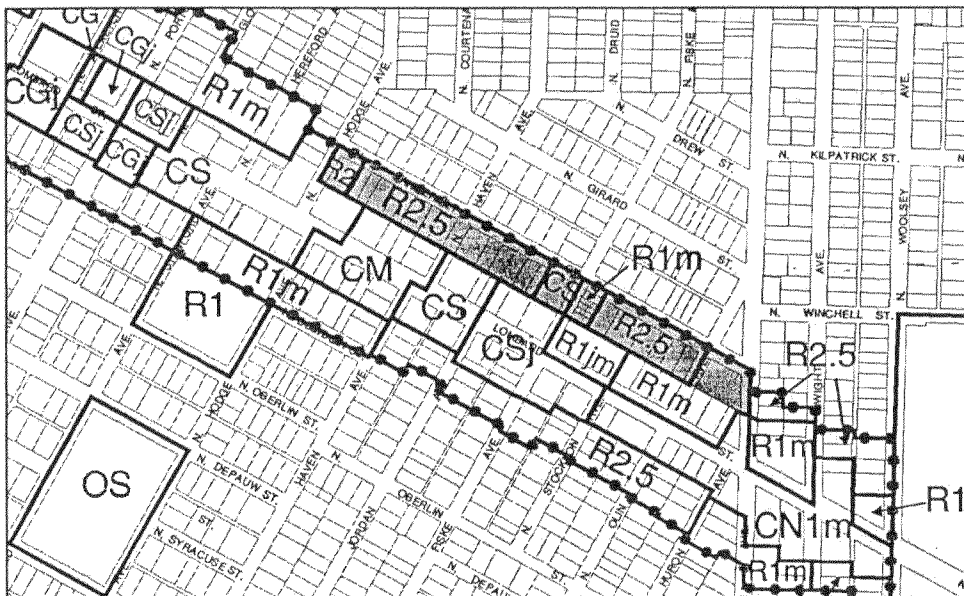
"Until the Freight Master Plan is adopted, accommodate over-dimensional freight needs in design of improvements to Lombard, including height requirements, curb-to-curb dimensions, planting plans, median locations, light fixture placement, street signs and turning radius as part of the engineering process."

Item 6: Vanderbilt Street: zoning

City Council Actions:

Amend the Planning Commission recommendation as follows:

Rezone selected properties on Vanderbilt Street from R1 to R2.5, as indicated on the map below.



Vanderbilt Street: Amendment to Recommended Comprehensive Plan and Zoning Map (shaded area).

Item 7: Commercial Zoning & Residential Focus Areas

City Council Actions:

Amend the Planning Commission recommendation as follows:

1. Increase parking maximums for the CN1 zone when used in conjunction with the "main street overlay" to the limits used in the CN2 zone (see code below).
2. Increase the maximum allowed size of Retail Sales and Service and Office uses in the CN1 zone from 5,000 square feet of floor area per use to 10,000 square feet of floor area per use (see code below).

North Lombard Regulations

33.460.100 Additional Regulations in the CN1 Zone

A. Purpose. These regulations encourage residential mixed use development and housing, in addition to small scale commercial development along sections of North Lombard Street to foster a transit-oriented main street environment. Size of uses are specified to promote commercial uses along the main street that serve a local market area, while limiting their potential impacts on residential uses. Parking standards for the CN1 zone are revised to provide adequate parking opportunity for development along a main street.

A. Where these regulations apply. These regulations apply to sites in the CN1 zone.

B. Floor area for Retail Sales and Service and Office uses. Each individual use is limited to 10,000 square feet of total floor area exclusive of parking area.

C. Maximum allowed parking. The maximum allowed parking in the CN1 zone is Standard B in Table 266-2.

D. Bonus option for housing. Proposals providing housing receive bonus floor area. Where floor area is being added to a site, and at least 25 percent of the new floor area will be in residential use, a bonus of 0.25 FAR is earned for non-residential uses on the site. Proposals using this bonus are subject to the following development standards:

1. Height. The maximum building height is 45 feet.
2. The maximum FAR for non-residential uses is 1:1. Adjustments to this maximum are prohibited.

Code Commentary
North Lombard Regulations

33.460.100 Additional Regulations in the CN1 Zone

The urban development concept for the St. Johns/Lombard Plan shows two areas along N. Lombard identified as "residential focus areas." These areas are currently zoned General Commercial (CG), but contain a mix of commercial and residential uses.

The "residential focus area" concept calls for development of residential mixed-use buildings and housing along with compatible commercial uses. To accomplish this, the recommendation is to rezone these areas from CG to CN1 (Neighborhood Commercial 1) and to apply the Main Street Corridor Overlay to foster transit-supportive and pedestrian oriented development, and offer bonus development standards as an incentive if residential development is incorporated into a site.

To encourage mixed-use development and housing, a height and floor area bonus is offered. The maximum height and floor area ratio (FAR) are modified to provide an incentive for development of residential floor area. To use the bonus option, 25 percent or more of the floor area being added to the site must be in a residential use. The table below illustrates the development standards of the CG and CN1 zones, as well as the standards that apply if the bonus provision were used. Note that residential square footage is not counted toward the FAR maximums.

Comparison of Development Standards			
	CG	CN1	Bonus Option
<i>Height</i>	45 ft.	30 ft.	45 ft.
Floor Area Ratio	3 to 1	.75 to 1	1 to 1

Since Commercial uses are allowed in the CN1 zone, this approach to encouraging residential and mixed-use development will create fewer non-conforming uses than if the areas were rezoned to a residential zone. This approach is favored over the use of the Mixed Commercial/Residential (CM) zone as it provides an incentive to develop, rather than requiring residential development.

To accommodate mixed use, residential, and neighborhood oriented commercial development, the base zone limitations on size of Retail Sales and Service and Office uses are increased from 5,000 square foot per use to 10,000 square feet. Larger uses may seek an adjustment to this standard. In addition, parking ratios of the CN1 zone are increased to the maximum standard allowed for other commercial zones.

Item 9: Curb Extensions in Downtown

City Council Actions:

Amend the Planning Commission recommendation as follows:

Add to transportation action item TC 15:

Evaluate curb extensions at Lombard/John and Lombard/Leavitt, if they are not placed at transit stops and there is no resulting on-street parking loss. Consider a raised crosswalk on Charleston Street between the school and the library.

Item 10: Freight Improvements

City Council Actions:

Amend the Planning Commission recommendation as follows:

Add the following to transportation action item TC 6:

Ensure the completion of the St Johns Truck Strategy projects to improve freight capacity (TCI 1 and 2 and improvements to the Burgard Bridge) on the designated Lombard/Burgard/Columbia Blvd freight route to handle volume and physical loads before implementing traffic calming and safety elements (TC/S 2 and 3) of the St Johns Truck Strategy.

Item 11: On-Street Parking

City Council Actions:

Amend the Planning Commission recommendation as follows:

Amend Transportation action item # TC 8:

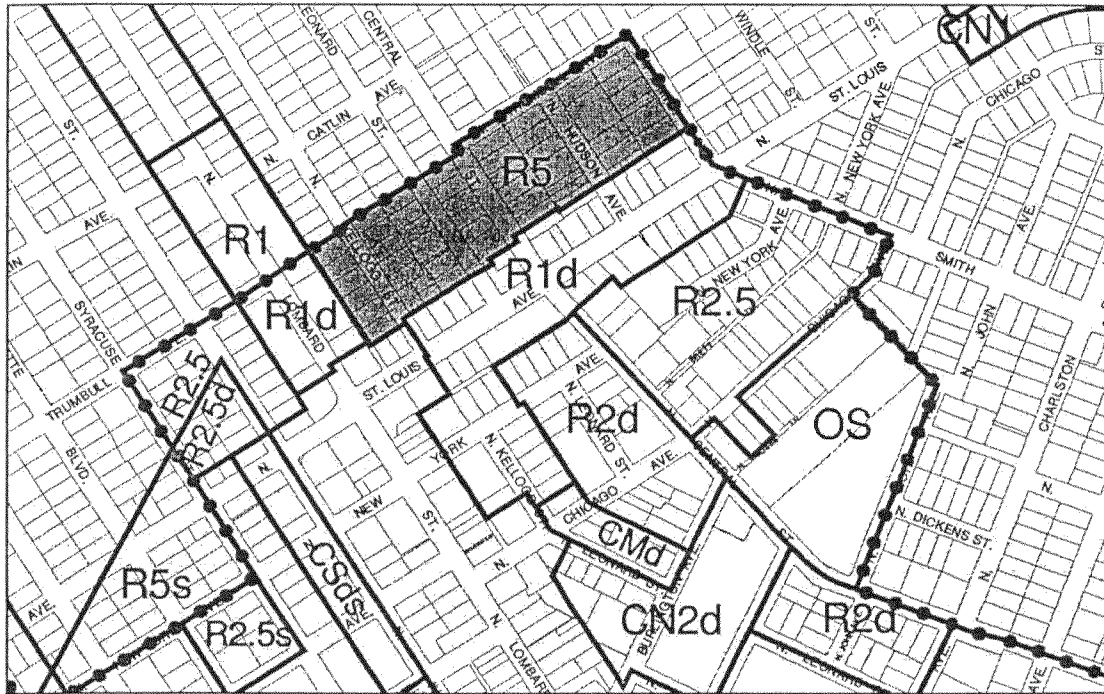
Replace "maximize utility" with maximize supply".

Item 12: Residential Density/Skinny Lots (R2.5 near St. Louis)

City Council Actions:

Amend the Planning Commission recommendation as follows:

Maintain the exiting R5 Comprehensive Plan map and Zoning Map designation in the area west of St. Louis Avenue north of Lombard, as indicated on the map below.



St. Johns west of St. Louis: Amendment to Recommended Comprehensive Plan and Zoning Map (shaded area).

Item 13: "Old" Safeway and Racquet Center: height and design

City Council Actions:

Amend the Planning Commission recommendation as follows:

1. Amend the Desired Characteristics and Traditions statement for Downtown St. Johns, as below.

Desired Characteristics and Traditions

New development should support downtown St. Johns' role as the heart of the town center, and should have a strong pedestrian-oriented presence. Throughout downtown St. Johns, new development should recognize the history of St. Johns as a city by utilizing design elements that strengthen the traditional small town character, pedestrian-scale orientation, and rhythm of building facades. Strategies to achieve this include development of small-scale buildings, 50 feet in width or less, one to three stories in height. Mass of taller or wider buildings can be moderated by incorporating architectural details that individualize storefronts or stepping back from the street.

Development of a diverse range of building types should be continued. Active uses should be included in development adjacent to or across the street from the St. Johns Plaza.

New development along Baltimore, Burlington, and Richmond should aspire to create a sense of enclosure and interesting architecture in ways that strengthen visual and physical connections to the downtown and riverfront. New development along Philadelphia, Pittsburg, and John, should add elements that improve the sidewalk environment and recognize these important pedestrian routes that link the hillside to downtown and the riverfront.

For the civic area north of Lombard, new development should support the community-oriented nature of this area through a strong pedestrian environment. New development should incorporate architectural features and exterior materials that complement the quality of respective nearby civic and institutional buildings, including James John School, the St. Johns branch library, and community center.

Alterations to existing large-scale commercial developments (those on superblocks, comprising more than one 200-foot block) should be integrated into the fine-grain urban pattern and mix of uses of downtown St. Johns. This can be accomplished by locating spaces suitable for small-scale active uses (such as bank services, restaurants, cafes, florists) at the street frontage, adding residential development in upper floors, and respecting the street plan in building location and surface parking circulation. New development of superblocks should follow the recommended street plan.

The transition between commercial and residential zones is important. New commercial development along streets serving as boundaries between residential and commercial zones (such as segments of Princeton, Syracuse, Burlington, and Richmond) should reflect the scale and character of the residential zone. Where possible residential components of mixed-use developments should be located adjacent to existing residential zones to improve compatibility.

Item 15 Design Overlay

City Council Actions:

Amend the Planning Commission recommendation as follows:

- a. Amend the desired characteristics and traditions statements for residential St. Johns, as part of the *Community Design Guidelines* (p. 95 of *Recommended Plan*) as follows:

Desired Characteristics and Traditions

The early housing styles and small-town scale of the residential St. Johns area provide the context for new projects. As such, new development should reflect and acknowledge this context by ensuring that main entrances are prominent, pedestrian connections are strong, landscaping is prominent and integrated appropriately, and parking areas do not dominate the streetscape.

Building and site design elements that contribute to the residential St. Johns character should be carried out in new projects. New development should strive to

- incorporate architectural and site development features of early twentieth century era houses, including eave length, siding material and appearance, window and door trim, and roof pitch;
- continue existing front setback patterns;
- use landscaping to buffer and soften edges;
- provide strong visual connections between the public sidewalk and main entrances; and
- limit vehicle areas in front of multidwelling developments. Locate parking and vehicle areas toward the rear of residential dwellings.
- When available, alleys should be used for vehicle access, to strengthen the pedestrian environment.

The area north of Lombard Street that includes several civic and institutional buildings (such as the James John Elementary School, St. Johns branch library, YWCA, St. Johns Community Center, and Pioneer Methodist Church). These buildings provide essential services to local residents and define the characteristics of the adjacent residential area. should be developed in ways that acknowledge these sites as part of the small-town character that they invoke. Elements of particular interest include pedestrian orientation and landscaping, as well as siding materials that reflect the quality of the surrounding buildings. New development must recognize and preserve the central roles of these buildings in the small-town character of St. Johns. New development should

- include landscaping that complements existing landscaping of these buildings;
- maintain adequate setbacks and spacing from these buildings;
- be of a scale, proportion, and mass that ensures these buildings continue as the clear focus of the adjacent residential area; and
- incorporate architectural and site development features that reflect the quality of these buildings.

In the area near the water tower south of Lombard Street, new development should reflect the character and site design of the older housing stock, including front setbacks, exterior finish materials, and pedestrian orientation. The well-established pedestrian pattern throughout the neighborhood should be strengthened through design features that reinforce this prominent characteristic of the residential St. Johns area.

- b. Amend the Community Design Standards, subparagraph 33.218.110(k)(3):

St. Johns plan district. In the St. Johns plan district, at least 15 percent of the street facing facade must be windows or doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard.

Windows in garage doors do not count toward meeting this standard, but windows in garage walls do count toward meeting this standard. ~~To count toward meeting this standard a door must be at the main entrance and facing the street lot line.~~
Development on flag lots or on lots which slope up or down from the street with an average slope of 20 percent or more is exempt from this standard.

- c. Amend the Main Street Overlay zone, subparagraph 33.460.110(D)(2) to create the parallel change for the window standard recommended for R1m along the Lombard Main Street (see below).

33.460.110 Additional Standards in the R1 Zone, continued

D. Standards

~~2. The standard of Paragraph 33.120.232.B.1 must be met.~~ At least 15 percent of the street facing facade must be windows. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard, but windows in garage walls do count toward meeting this standard. Development on flag lots or on lots which slope up or down from the street with an average slope of 20 percent or more is exempt from this standard.

Code Commentary

33.460.110 Additional Standards in the R1 Zone, continued

D (2) This regulation applies an existing 15 percent minimum window or door area requirement in the R1 zone to multidwelling structures. Currently, this regulation only applies to houses, attached houses, duplexes and manufactures homes in the R1 zone. Multidwelling structures are required to have a minimum of 8 percent windows.

For consistency, this same standard is applied both here in the main street overlay zone and in the St. Johns plan district for R1 sites.

~~[33.120.232.B.1]~~

~~"At least 15 percent of the area of each facade that faces a street lot line must be windows or doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard, but windows in garage walls do count toward meeting this standard. To count toward meeting this standard a door must be at the main entrance and facing the street property line. Development on flag lots or on lots which slope up or down from the street with an average slope of 20 percent or more are exempt from these standards."~~

Item 18: Recreation Trail/Edison Woods

City Council Actions:

Amend the Planning Commission recommendation as follows:

Add new Willamette Riverfront action item:

Evaluate applying Recreation Trail designation to Decatur Street rather than Edison Street north and west of Baltimore Street as part of river and greenway planning. Timeframe: next 5 years; Implementor: BOP, Parks, NA.

Item 20. UP Rail Line Crossings

City Council Action:

Amend the Planning Commission recommendation as follows:

1. Amend the Master Street Plan map (Transportation Implementation Tools, p. 81): remove from the map John Street as a secondary street between Crawford and the Greenway Trail.
2. Transportation Implementation Tools, Master Street Plan discussion (p. 81), add the following: *"New street connections on Richmond street alignment should be grade separated to ensure public safety across the rail line, subject to ODOT railroad department approval."*

Item 24: Special pedestrian connections

City Council Action

Amend the Planning Commission recommendation as follows:

Modify transportation action item HR 5, as follows:

Develop special streetscape design treatments along either Burlington and/or Philadelphia streets to create strong pedestrian connections between downtown St Johns and the riverfront.

Item 25: Boat launch

City Council Action

Amend the Planning Commission recommendation as follows:

Add the following action item:

"Consider the need for an additional boat launch when conducting an evaluation of future recreation needs in the town center." Timeframe: 6-10 years; Implementor: Parks.

Recommended
St. Johns/Lombard Plan
Exhibit B: Findings Report
Amended Version



St. Johns/Lombard Plan
a cooperative planning effort for the peninsula

City of Portland

Bureau of Planning

April 29, 2004



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Introduction

The *Recommended St. Johns/Lombard Plan* is the product of effort by residents, business people, property owners, city staff, and other interested stakeholders to guide growth in this part of Portland. When adopted by City Council, the plan will update the *Portland Comprehensive Plan* for this part of Portland and set in motion a set of programs, projects, and regulations intended to guide public and private decision-making and investment in the St. Johns town center and Lombard main street area over the next 20 years. The findings in this document show how the *Recommended St. Johns/Lombard Plan* complies with the State Land Use Planning Goals, the *Metro Urban Growth Management Functional Plan*, and the *Portland Comprehensive Plan*.

Relationship to Statewide Land Use Planning

Comprehensive land use planning in Oregon was mandated by the 1973 Legislature with the adoption of Senate Bill 100 (ORS Chapter 197). Under this Act, the State Land Conservation and Development Commission (LCDC) was created and directed to adopt statewide planning Goals and Guidelines. These Goals and Guidelines were adopted by LCDC in December 1974 and became effective January 1, 1975. Under state law, comprehensive plans must comply with the statewide planning goals. Portland's *Comprehensive Plan* meets this requirement. The *Recommended St. Johns/Lombard Plan* revises Portland's *Comprehensive Plan* through the addition of its goals and policies into the *Comprehensive Plan*.

How This Document is Structured

This document is organized into several sections: this introduction, Statewide Planning Goals Findings, *Metro Urban Growth Management Functional Plan* Findings, and *Portland Comprehensive Plan* Findings, including the *Portsmouth Neighborhood Plan* findings. Within these sections, the individual findings generally consist of two parts: 1) a brief explanation of the criteria (goal, policy, objective, further statement, etc.) against which the *St. Johns/Lombard Plan* is judged for consistency; and 2) statements that support a conclusion of consistency. If a finding against a given measure (goal, title, policy, objective, further statement, etc.) is not included in this document, it is because it has been determined to not be relevant to the *Recommended St. Johns/Lombard Plan*.

General Findings

- I. The St. Johns/Lombard Plan (ordinance) amends the *Comprehensive Plan*, *Comprehensive Plan* map, Zoning Map, Zoning Code (Chapters 33.218, 33.420, 33.455, 33.460, 33.583, 33.825), and the Community Design Guidelines. The amendments do not change other land use regulation. Therefore, the following Comprehensive Plan goals, policies and objectives apply to the amendments and the amendments satisfy the applicable goals, policies and objectives for the reasons stated below.
- II. During the course of public hearings, the Bureau of Planning, and the Planning Commission provided interested parties opportunities to identify, either orally or in writing, any other Comprehensive Plan goal, policy or objective that might apply to the amendments. No additional provisions were identified.

Statewide Planning Goals Findings

1. State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals. Because of the limited scope of the amendments in this ordinance, only the state goals addressed below apply.
2. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement. Portland Comprehensive Plan findings on Goal 9, Citizen Involvement, and its related policies and objectives also support this goal. The amendments are supportive of this goal in the following ways:
 - a) The *St. Johns/Lombard Plan* process included an extensive public outreach program beginning October 2001 and continuing through the first public hearings with the Portland Design Commission and Portland Planning Commission in September 2003.
 - b) During spring and summer 2001, the Bureau of Planning met several times with an outreach group as a preamble to plan kick off. Accomplishments of the outreach group include:
 - Informing the plan staff about the community;
 - Introduction of the plan to neighbors, businesses, churches, community organizations;
 - Contributions to newspaper/newsletter coverage, including *The Oregonian* article;
 - Presence at community events - Dia de San Juan, Festival Latino, Back to School Readiness Fair;
 - Development and distribution of pamphlet and poster; and

- Creation of contact lists – minority groups, small businesses, community groups.
- c) In Fall 2001, a postcard invitation was mailed to over 11,000 addresses in the 97203 zip code announcing the St. Johns/Lombard Plan process and inviting the public to attend a kick-off open house event in October 2001.
- d) On October 18, 2001, over 100 community members attended a kick off open house for the *St. Johns/Lombard Plan* where they responded to questions about transportation, the built environment, and natural and recreational areas. Community priorities and desires were recorded to assist in the initial shaping of the plan and its goals and vision. A summary of open house comments was mailed to participants of this open house.
- e) A 12-member citizens working group (CWG) composed of representatives from local neighborhood and business associations and at-large members was formed early in 2002 and held their first meeting in March of that same year. The group served as an advisory body, not a decision-making body, to consider the diverse interests of the community and represent a range of perspectives on planning issues. The CWG met 20 times prior to the Planning Commission public hearing. Their feedback was important in the development of the plan.
- f) A community vision workshop attended by over 75 community members was held in April 2002 where participants were asked to respond to a series of preliminary vision ideas addressing community identity and livability, transportation, commercial areas, housing, riverfront and river view areas, industrial uses, natural and recreational areas, and social and community services. The project team and CWG used input received at this workshop as the basis for plan's vision statement.
- g) A series of four neighborhood walks were conducted in spring 2002, each held in different parts of the plan area: Lombard Street East; Lombard Street Central; Downtown St. Johns; and Cathedral Park/Riverfront. Roughly 100 people participated in these walks. Participants identified issues and concerns, and shared observations and ideas about the areas that were recorded in text and sketch form.
- h) A follow up workshop for the neighborhood walks was held in June 2002. Information about, and a summary of, the walks was presented. Fifty-one people attended this event.
- i) A technical advisory group (TAG) began meeting in the fall of 2002 through the summer of 2003. The TAG, composed of staff of city, regional, and state agencies, met regularly to provide input on regulatory and public service issues affecting or affect by the plan. The TAG also assisted in evaluating the technical aspects of the plan to determine the feasibility of plan proposals. The information and feedback

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provided by this group was shared at community meetings and to the CWG, and was important in the shaping of the plan and it's implementation strategy.

- j) Several focus group forums were conducted with the Latino and Hmong communities in August and September of 2002. The forums provided a unique opportunity to establish a relationship with these two communities, which have a strong presence on the North Portland Peninsula. Forums for each group were specially tailored to speak to these communities in a manner that could best engage participants. For the Latino forums, socio-dramas were used as a tool, while a more traditional workshop format was used with the Hmong community. At all forums, translators were relied upon to share information between participants and project staff, and Spanish -speaking staff attended the Latino forums. Additionally, project information in the native language of participants was made available at these forums. These forums provided groups and individuals that may find it difficult to participate in more main stream public processes (due to language barriers, etc.) an opportunity to share concerns and input about land use, transportation, housing, schools, employment, recreation, and other community concerns addressed by the planning process.
- k) In October 2002 a newsletter was sent to residents and property owners within the plan area. This newsletter provided general information regarding the plan, and update on recent events, project contacts, and announced a series of upcoming public urban design workshops.
- l) Two urban design workshops/public meetings were held in the fall of 2002 where community members shared ideas about future development concepts for the St. Johns/Lombard plan area. At these workshops, participants shared preferences regarding land use, intensity of development, and key transportation needs in the plan area. These workshops resulted in the development of the St. Johns/Lombard Plan Urban Design Concept (later referred to as the Urban Development Concept) that was further refined by project staff and consultants with the assistance of the CWG and TAG.
- m) Open house meetings for the business community were held on February 20, 2003 and February 21, 2003, to provide information about the plan process, existing conditions, and development of plan elements. Notice of these meetings was mailed to local business association mailing lists and to select businesses in the plan area identified on City of Portland mailing lists from the Bureau of Licenses and Bureau of Planning.
- n) In April 2003 a second newsletter was mailed to interested parties (plan mail list, and property owners in the plan area). This newsletter provided an update on the planning process and included an announcement of an open house on May 17, 2003 that included draft plan concepts.
- o) In May 2003 an open house was held to allow the public to review the draft plan concepts, the refined urban design concept, proposed transportation improvements, and proposed Comprehensive Plan Map amendments, zoning proposals and other key

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elements of the plan. Input from this open house was reviewed by project staff and the CWG, and was used to modify elements of the plan before it was released as the *Proposed St. Johns/Lombard Plan* for public review and Planning Commission consideration.

- p) During the development of the *Plan*, project staff attended meetings of the Cathedral Park, St. Johns, Portsmouth, and University Park Neighborhood Associations; the St. Johns Boosters; North Portland Business Association; St. Johns Heritage Association; Peninsula Optimists Club; Kiwanis Club; Rotary Club of North Portland; and meetings with other groups and organizations including meetings with seniors and school children living in the plan area. A list of outreach activity is included in the plan as Appendix A.
 - q) The St. Johns/Lombard planning process was the focus of articles in The Oregonian, The Portland Tribune, and was covered by local newspapers including The Review, The Portland Observer, In & About St Johns, and The Portsmouth Press.
3. **Goal 2, Land Use Planning**, requires the development of a process and policy framework which acts as a basis for all land use decisions and assures that decisions and actions are based on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because:
- a) The Zoning Code contains procedures that were followed and criteria that have been satisfied for the development and adoption of the *St. Johns/Lombard Plan* and related implementing measures. The amendments are supportive of this goal because the required legislative process as described in Portland City Code 33.740 was followed. In addition, the applicable approval criteria for legislative Comprehensive Plan Map Amendments, described in 33.810; for Goal, Policy, and Regulation Amendments, described in 33.835; for Zoning Map Amendments, described in 33.855; and Adoption Criteria for establishment of a plan district, described in 33.500, have been evaluated and satisfied as described in the findings below.
 - b) The amendments are also supportive of this goal because documents identifying existing conditions, community issues and desires, and documents analyzing economic and transportation issues affecting the plan area were prepared to assist in the creation of plan alternatives and a preferred alternative for the *St. Johns/Lombard Plan*. These documents were available for public review throughout the planning process. These documents include:
 - St. Johns/Lombard Plan Citizens Responses Report – Book 1
 - St. Johns/Lombard Plan Citizens Responses Report – Book 2
 - St. Johns/Lombard Plan Neighborhood Walks Report
 - St. Johns/Lombard Plan Neighborhood Walks Summary
 - St. Johns/Lombard Plan Existing Conditions Report

- St. Johns/Lombard Plan Newsletter
 - Latino and Hmong Outreach Report
 - St. Johns/Lombard Urban Development Concept Report
 - Bureau of Planning's Proposed St. Johns/Lombard Plan
- c) Portland Comprehensive Plan findings on Goal 1, Metropolitan Coordination, and its related policies and objectives also support this goal.
4. **Goals 3 and 4, Agricultural Lands and Forest Lands**, requires the preservation and maintenance of the State's agricultural and forest lands, generally located outside of urban areas. The amendments are supportive of this goal because the *St. Johns/Lombard Plan* policies support the provision of additional housing, commercial, employment and recreational opportunities within an urbanized area, thereby reducing pressure on agricultural and forest lands and pressure to expand the urban growth boundary.
5. **Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources**, requires the conservation of open space and the protection of natural and scenic resources. The amendments are consistent with this goal because:
- a) Policy 2 (History and Identity) of the *St. Johns/Lombard Plan* calls for strengthening the identity of the area through development and community activities that integrate and build upon the area's distinctive history and architecture. Plan action items call for further work to develop historic recognition of key community structures, and other identity and placemaking actions.
 - b) Policy 6 (Environment) of the *St. Johns/Lombard Plan* calls for the development and redevelopment of a built environment that fosters environmental quality and uses sustainable development practices. The *St. Johns/Lombard Plan* contains implementing actions responding to this policy.
 - c) Policy 7 (Willamette Riverfront) of the *St. Johns/Lombard Plan* calls for the redevelopment of the Willamette Riverfront as a vibrant mixed-use area containing, among other elements, a network of public open space areas including an expanded greenway trail and other amenities. The plan contains various implementing actions addressing this policy including the re-designation of 28 acres of publicly-owned land to an open space designation for future park development along the riverfront.
6. **Goal 6, Air, Water and Land Resource Quality**, requires the maintenance and improvement of the quality of air, water, and land resources. The amendments are consistent with this goal because the *St. Johns/Lombard Plan* policies encourage more compact mixed-use development of commercial and residential uses and emphasizes a balanced multi-modal transportation system by encouraging the use of alternative modes, such as walking, bicycling, and transit. Compact urban development emphasized in the *St. Johns/Lombard Plan* helps maintain natural resources by accommodating growth and development in urban areas and by protecting and conserving rural area natural resources.

Compact mixed-use development with a balanced transportation system should reduce vehicle miles traveled in the study area and positively impact air quality. Portland Comprehensive Plan findings on Goal 8, Environment, and its related policies and objectives, also support this goal.

7. **Goal 7, Areas Subject to Natural Disasters and Hazards**, requires the protection of life and property from natural disasters and hazards. The amendments are consistent with this goal because the policies of the *St. Johns/Lombard Plan* promote redevelopment of the Willamette waterfront in an area setback at 100 feet from the top-of-bank of the river, in areas outside of the existing 100-year flood plain. The plan also results in the rezoning of 28 acres of publicly-owned land from an employment designation to an open space designation. This open space area, much of which is within the 100-year flood plain, will be redeveloped in the future as a passive recreation facility with no, or limited, structural development. This action removes 28 acres of potentially flood-prone developable land from impacts and hazards associated with flooding, consistent with the above-stated goal.
8. **Goal 8, Recreational Needs**, requires satisfaction of the recreational needs of both citizens and visitors to the State. The amendments are consistent with this goal because the *St. Johns/Lombard Plan* policies and associated actions encourage an increase of the land available for recreational use (28 acres of new open space) within the plan area as well as expansion of recreational trail facilities, such as the Willamette Greenway Trail and City bike lanes. The plan further calls for the creation of a greenway buffer at least 100-feet wide along the riverfront to be used in part for public recreation needs.
9. **Goal 9, Economic Development**, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments are consistent with this goal. Policy 4 (Economic Development) of the *St. Johns/Lombard Plan* calls for the development of vital commercial areas in St. Johns and along Lombard Street that strengthen existing businesses and attract new businesses that foster a positive identity for the area, and encourage housing to support retail and other community amenities. The plan contains actions to implement this policy including provisions to increase housing and mixed-use development within the St. Johns town center and along the Lombard main street. This additional potential for housing and mixed use development is intended to strengthen support of existing commercial development by allowing for an increase in potential customers and employees located within close proximity to existing and new businesses. The plan also preserves the employment and industrial land uses in the waterfront area by maintaining employment and industrial land use designations in this area. Portland Comprehensive Plan findings on Goal 5, Economic Development, and its related policies and objectives also support this goal.
10. **Goal 10, Housing**, requires provision for the housing needs of citizens of the state. The amendments are consistent with this goal.

- a) Policy 1 (Urban Form and Land Use) promotes an urban form that supports the development of vital commercial areas supported by additional opportunities for housing and mixed-used residential development.
 - b) Policy 5 (Housing) seeks to provide a broad range of well-designated and compatible housing to accommodate local and regional housing needs, and to support development of vital town center and main street commercial areas. The implementing actions supporting this policy:
 - Support neighborhood stability by reducing the potential for major redevelopment in formerly RH-designated residential areas near the town center;
 - Foster additional housing development on key sites in downtown St. Johns and the Lombard main street by providing incentives for new residential and mixed-use development;
 - Facilitate additional housing and mixed use development by creating plan district regulations that set residential density targets when housing is developed in the EX zone;
 - Foster neighborhood growth through infill development by allowing increases in allowed density in selected areas; and
 - Support residential development by conducting feasibility studies on key sites and investigating alternative funding sources for housing development.
 - c) Portland Comprehensive Plan findings on Goal 4, Housing, and its related policies and objectives also support this goal.
11. **Goal 11, Public Facilities and Services**, requires planning and development of timely, orderly and efficient public service facilities that serve as a framework for urban and rural development. The amendments are consistent with this goal because Policy 1 (Urban Form and Land Use), Policy 3 (Transportation), Policy 7 (Willamette Riverfront) of the *St. Johns/Lombard Lombard Plan* promote the development of public service facilities. Additionally, the plan contains implementing actions addressing creation of open space areas, enhancement of existing public open space areas, additional trail connections, additional bicycle lanes, and numerous transportation actions addressing the pedestrian environment, vehicle circulation, and transit. Portland Comprehensive Plan findings on Goals 11 A through 11 I, Public Facilities, and related policies and objectives also support this goal.
12. **Goal 12, Transportation**, requires provision of a safe, convenient and economic transportation system. The amendments are consistent with this goal because Policy 3 (Transportation) promotes a balanced multi-modal transportation system that supports the urban development concept of the plan and the land use vision for the town center and main street. Supporting this policy are over 40 implementing actions addressing enhancements of the pedestrian environment, vehicle circulation, freight mobility, transit use, parking, and bicycle circulation.

The Transportation Planning Rule (TPR) was adopted in 1991 to implement State Goal 12. Section 660-012-0060(1) of the TPR requires “amendments to functional plans, acknowledged comprehensive plans, and land use regulations which significantly affect a transportation facility” to ensure that allowed uses are consistent with the identified functional, capacity and level of service of the facility. This requirement is met by “limiting allowed land uses” or “altering land use designations, densities or design requirements to reduce demand for automobile travel.” The St. Johns/Lombard Plan proposes various transportation actions designed to improve the capacity of the transportation system to handle existing development as well as those anticipated as a result of the plan. For instance, the reclassification enhancement of Richmond, Crawford, and Baltimore streets is proposed to better serve the waterfront area of the plan area as redevelopment occurs there. Improvements along Lombard and at key intersections in downtown St. Johns are proposed including enhancements to the pedestrian, bicycle, and transit circulation.

Section 660-012-0045 of the TPR requires local governments to adopt land use regulations that designate “types and densities of land uses adequate to support transit” and those that “reduce reliance on the automobile which allow transit-oriented developments on land along transit routes.” The amendments of the plan support these requirements because they include opportunities to increase residential densities through new housing and mix-used residential development projects along and near transit streets within the plan area.

Portland Comprehensive Plan findings on Goal 6, Transportation, and its related policies and objectives also support this goal.

13. **Goal 13, Energy Conservation**, requires development of a land use pattern that maximizes the conservation of energy based on sound economic principles. The amendments are consistent with this goal because the Comprehensive Plan Map and Zoning Code amendments, and policies, proposed by the St. Johns/Lombard Plan promote the establishment of a compact urban form, including a mix of uses supported by an enhanced pedestrian and transit system. This urban form and supporting multi-modal transportation system should result in decreased use of single occupant vehicle usage and a reduction of fuel consumption. Additionally, Policy 6 (Environment) of the plan promotes the incorporation of sustainable development practices and Leadership in Environmental and Energy Design (LEED) standards into new building developed within the plan area. Portland Comprehensive Plan findings on Goal 7, Energy, and its related policies and objectives also support this goal.
14. **Goal 14, Urbanization**, requires provision of an orderly and efficient transition of rural lands to urban use. The amendments are consistent with this goal because the St. Johns/Lombard Plan supports providing additional development opportunities for residential, commercial, employment and industrial land uses, and implements town center and main street concepts of Metro’s Urban Growth Management Functional Plan (UGMFP). The implementation of this plan and the opportunities it provides for additional development capacity reduce long-term pressure to expand the UGB and

convert rural land for urban purposes. Portland Comprehensive Plan findings on Goal 2, Urban Development, and its related policies and objectives also support this goal.

15. **Goal 15, Willamette River Greenway**, requires the protection, conservation, enhancement, and maintenance of the natural, scenic, historic, agricultural, economic, and recreational qualities of land along the Willamette River. The amendments are consistent with this goal as the St. Johns/Lombard Plan promotes continued protection and conservation of riverfront resources and future enhancement of the greenway areas in St. Johns. Specifically, the plan directs that River Renaissance and other related planning efforts conducted by the City of Portland along the St. Johns waterfront pursue a greenway buffer that is at least 100-feet wide, and that includes pedestrian and bicycle trails, access to the beach along the waterfront, viewpoints, enhanced habitat areas, and other public gather spaces and amenities.
16. **Goals 16, 17, 18, and 19 deal with Estuarine Resources, Coastal Shorelines, Beaches and Dunes, and Ocean Resources**, respectively, and are not applicable to Portland as none of these resources are present within the city limits.

Metro Urban Growth Management Functional Plan (UGMFP) Findings

17. **Title 1, Requirements for Housing and Employment Accommodation**, requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary. This requirement is to be generally implemented through city-wide analysis based on calculated capacities from land use designations. During the development of the St. Johns/Lombard Plan such an analysis was conducted, based on the land use designations existing and proposed within the plan area. This analysis found that there is no net loss in the amount of housing that would be allowed if the plan and corresponding land use designation changes were adopted and implemented. In addition, capacity for employment is maintained by using a combination of industrial employment and commercial land use designations. Thus, the amendments are not inconsistent with this title.
18. **Title 2, Regional Parking Policy**, regulates the amount of parking permitted by use for jurisdictions in the region. This title is already addressed by the Portland Zoning Code and the City's Transportation System Plan which set limits for the number of parking spaces required and allowed for different uses and areas along transit corridors. The plan furthers this goal by promoting a compact urban form supported by enhanced transit system and pedestrian and bicycle circulation system. Thus, the amendments are not inconsistent with this title.
19. **Title 3, Water Quality and Flood Management Conservation**, calls for the protection of the beneficial uses and functional values of resources within Metro-defined Water Quality and Flood Management Areas by limiting or mitigating the impact of development in these areas. This title is addressed by existing City policies and regulations; however,

the plan furthers these objectives by promoting the establishment of a wide greenway buffer area along the Willamette River which in part would be enhanced by revegetation activities that would assist in erosion control. Additionally, the plan will result in the re-designation of approximately 28 acres of publicly-owned land to the open space land use designation (formerly industrial/employment). This designation would ensure that significant structural development not take place within or adjacent to the flood plain. Although this publicly-owned land is currently vegetated, additional vegetation enhancement activities will occur in this area furthering the intent of this goal. Thus, the amendments are not inconsistent with this title.

20. **Title 4, Retail in Employment and Industrial Areas**, calls for retail development in Employment and Industrial areas that supports these areas and does not serve a larger market area. This title was recently revised to:

- Limit commercial retail uses exceeding 20,000 square feet within these areas;
- Limit commercial retail uses to no more than 5 percent of the net developable area of all contiguous Regionally Significant Industrial Areas; and
- Limit the uses allowed within these areas to that necessary to serve the needs of businesses and employees of Regionally Significant Industrial Areas.

This final wording of this title, the associated mapping process, and the exact manner in which the City of Portland will implement this title locally has yet to be determined. However, this plan is consistent with the basics of this title as it does not propose to weaken or modify existing regulations protecting industrially designated lands. The plan proposes modification of existing regulations that address retail uses in industrial zones, and thus remains within the provisions of Title 4. Thus, the amendments are not inconsistent with this title.

21. **Title 6, Central City, Regional Centers, Town Centers and Station Communities**, defines Metro's policy regarding areas outside of the Urban Growth Boundary. The intent of this title is to enhance Centers designated on Metro's 2040 Growth Concept Map by encouraging growth within Centers. The *St. Johns/Lombard Plan* and associated planning process are directly tied to this title as St. Johns is a 2040 designated town center and North Lombard Street is a designated main street. The plan will comply with this title by providing regulations and incentives to develop additional housing within the town center and along the Lombard main street, which will support existing commercial uses and will promote additional commercial growth in the town center and along the main street. The plan also proposes enhancement to public transportation and recreation facilities to support and encourage additional development within the town center and along the main street. Thus, the amendments are not inconsistent with this title.
22. **Title 7, Affordable Housing**, recommends that local jurisdictions implement tools to facilitate development of affordable housing. As noted, the plan provides numerous opportunities for additional housing growth within the town center and along the Lombard main street. Housing opportunities proposed by the plan range from town houses and medium density apartments along the main street and close to the town center, to higher

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density multidwelling development within downtown St. Johns. Land near the Willamette Riverfront may also provide an opportunity for a range of housing alternatives. A land use and zoning pattern that fosters a mix of housing types, and redevelopment opportunities through the plan area ensures that a range of housing options can be accommodated through the implementation of this plan. Thus, the amendments are not inconsistent with this title.

Portland Comprehensive Plan Goals Findings

23. The City's *Comprehensive Plan* was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995 and again on January 25, 2000, the LCDC completed its review of the City's final local periodic review order and periodic review work program, and reaffirmed the plan's compliance with the statewide planning goals.
24. **Goal 1, Metropolitan Coordination**, calls for the *Comprehensive Plan* to be coordinated with federal and state law and to support regional goals, objectives and plans. Coordination with state and regional planning efforts has been undertaken with the development of the proposed amendments. The St. Johns/Lombard planning process has included participation of representatives from city, regional, and state agencies, ensuring consistency with applicable local, regional and state plans.
25. **Policy 1.4, Intergovernmental Coordination**, calls for continuous participation in intergovernmental affairs with public agencies to coordinate metropolitan planning and project development and maximize the efficient use of public funds. The amendments support this policy because the St. Johns/Lombard planning process identified and included a variety of local, regional, and state agencies in the plan development process. Individuals from each of these agencies formed a technical advisory group (TAG), which participated in the local planning process and reviewed and commented on the *St. Johns/Lombard Plan*.
26. **Policy 1.5, Compliance with Future Metro Planning Efforts**, calls for the review and update of Portland's *Comprehensive Plan* to comply with the Regional Framework Plan adopted by Metro. The amendments support this policy because they implement portions of the Metro UGMFP.
27. **Goal 2, Urban Development**, calls for maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers. The amendments are consistent with this goal because the land use and zoning pattern proposed for the *St. Johns/Lombard Plan* area increases opportunities for additional residential and commercial uses, within areas designated for these land uses. Additionally, the plan provides opportunities for mixed-use development within the St. Johns town center and along the Lombard main street. Furthermore, provisions included in the plan for the main street and town center provide incentives for additional residential and commercial uses beyond that permitted by the base zones when mixed-use development is proposed in specific key locations. Finally, design standards and the design overlay zone have been applied to areas along Lombard and in St. Johns town center, respectively.
28. **Policy 2.1, Population Growth**, calls for accommodating the projected increase in city households. The amendments support this policy because the Comprehensive Plan Map

and Zoning Map amendments proposed by the *St. Johns/Lombard Plan* will maintain, and in some cases expand, the long-term potential to develop additional housing units in the plan area. Although a few acres of land currently designated for High Density Multi-dwelling Residential (RH) is proposed to be re-designated to Medium Density Multi-Dwelling (R1), the overall housing potential of the plan area is preserved. Some areas currently zoned as R5 Single Dwelling detached (1 unit per 5,000 sq. ft.) are proposed for R2.5 Single Dwelling attached (1 unit per 2,500 sq. ft.). Additionally, some areas in the St. Johns town center currently zoned R5 Single Dwelling detached are proposed to be rezoned to R1 and R2 multidwelling, to accommodate more intense residential development near retail and commercial uses, and public services, such as transit.

The *St. Johns/Lombard Plan* also will implement residential development bonus incentives. These incentives will allow additional FAR, height, and building coverage to commercial development when a percentage of the square footage of the development is set aside for residential uses. This incentive will be applied within two commercially zoned areas along Lombard and with two commercially zoned portions of downtown St. Johns to encourage mixed-use residential development along the main street and in the commercial core of the town center. These incentives will work as a tool to expand the housing potential of the plan area by encouraging mixed-use residential development within areas typically developed exclusively for commercial retail purposes. Additionally, the St. Johns waterfront, and portions of the hillside leading down to the waterfront, will be located within a plan district and will be placed within the Central Employment (EX) land use designation. Within these areas, residential and residential mixed use development will be allowed, again expanding the housing potential of the plan area.

29. **Policy 2.2, Urban Diversity**, calls for promotion of a range of living environments and employment opportunities for Portland residents. The amendments support this policy because the zoning pattern for the *St. Johns/Lombard Plan* will create mixed-use residential/commercial and residential/employment (live-work) development areas within the plan area. Specifically, residential development bonus incentives will be applied to two commercially zoned areas along Lombard to encourage mixed-use residential/commercial development along this main street. Similar incentives will be applied to commercially zoned portions of downtown St. Johns to encourage mixed-use residential development in the commercial core of the town center. Along the St. Johns waterfront, and portions of the hillside leading down to the waterfront, the Central Employment (EX) land use designation will be applied and this area will be located in a plan district where the creation of residential development, residential/commercial mixed-use development, and live-work facilities will be encouraged. The areas will provide a range of positive living conditions and choices for residents and will allow employment opportunities to coexist and in some cases be incorporated into residential development projects.
30. **Policy 2.6, Open Space**, calls for provision of opportunities for recreation and visual relief by preserving existing open space, establishing a loop trail that encircles the city and promoting recreational use of the city's rivers, creek, lakes, and sloughs. The amendments support this policy because the designated parks and open space areas within the plan area are preserved, and an additional 28 acres of publicly-owned land along the Willamette

River will be re-designated from an employment zone to open space. Additionally, the plan proposes that the Willamette greenway buffer along the St. Johns waterfront be expanded from 50 feet to at least 100 feet and be enhanced with pedestrian and bicycle trails that link to the existing greenway/40-mile loop trail system and lead into areas along the waterfront where this trail system is to be continued south, linking St. Johns with Swan Island

31. **Policy 2.7, Willamette River Greenway Plan**, calls for implementation of the Willamette River Greenway Plan, which preserves a strong working river while promoting recreation, commercial and residential waterfront development along the Willamette, south of the Broadway Bridge. The amendments support this policy in several ways. As noted above, the plan proposed the expansion of the Willamette greenway buffer along the St. Johns waterfront from 50 to 100 feet. It also proposed that the buffer be enhanced with pedestrian and bicycle trails, public gathering spaces, and riverfront habitat areas. Additionally, through the planning process for the *St. Johns/Lombard Plan*, riverfront industrial properties, especially those containing river-dependant and river-related uses have been preserved. However, the plan contains actions noting that the long-term viability of these industrial sites for industrial uses needs to be analyzed, and the use of these sites for other potential uses, such as residential, commercial, and recreation, needs to be considered as part of the City's River Renaissance planning process.
32. **Policy 2.9, Residential Neighborhoods**, calls for allowance of a range of housing types to accommodate increased population growth while improving and protecting the city's residential neighborhoods. The amendments support this policy because they provide for a modest increase in residential density in areas near main street and the St. Johns town center, while maintaining the current *Comprehensive Plan* map and zoning patterns in existing developed neighborhoods outside of the specified plan area.
33. **Policy 2.11, Commercial Centers**, calls for expanding the role of major established commercial centers that are well served by transit in a manner compatible with the surrounding area. The amendments support this policy because they provide for continued commercial use of properties within the established main street and town center areas. Commercial centers in the plan area are well served by transit. Plan provisions call for providing additional housing in and near commercial centers, preferably in mixed use buildings that include ground floor commercial to help strengthen the market areas for retail sales and service uses.
34. **Policy 2.12, Transit Corridors**, calls for providing a mixture of activities along major transit routes and Main Streets that supports the use of transit and is compatible with the surrounding area. The amendments support this policy because they promote development that includes different commercial, employment and residential uses that are transit supportive along identified transit corridors (Lombard St. as well as sections of Ivanhoe St., Richmond Ave., Burlington Ave., Syracuse St., Philadelphia St., Chicago Ave., Baltimore Ave., and Willamette Blvd). The Portland Transportation System Plan designates Lombard as a Major Transit Priority Street; Ivanhoe St., Philadelphia St., Richmond Ave., Burlington Ave., Syracuse, Baltimore, and Willamette Blvd. are each

designated a Transit Access Street; Chicago is designated a Community Transit Street. Additionally, Lombard is designated as a "main street" and "corridor" on the Metro Regional 2040 Growth Concept map.

35. **Policy 2.13, Auto-Oriented Commercial Development**, calls for allowing auto-oriented commercial development to locate on streets designated as Major City Traffic Streets by the Arterial Streets Classifications and Policies; and calls for allowing neighborhood level auto-oriented commercial development near neighborhoods where allowed densities will not support transit- and pedestrian- oriented development. Portions of Lombard Street and Philadelphia Avenue are designated Major City Traffic Streets. The amendments support this policy by designating sites for General Commercial (CG) and Neighborhood Commercial 2 (CN2) zones on Lombard and in the St. Johns town center.
36. **Policy 2.14, Industrial Sanctuaries**, calls for encouraging the growth of industrial activities by preserving industrial land primarily for manufacturing purposes. The amendments support this policy because they preserve large areas of industrial land within and directly adjacent to the plan area. In some cases, IG2 and IH zones are maintained where present and future industrial uses are expected. In areas closer to multi dwelling residential areas and commercial areas, industrial sanctuary designations have been changed to General Employment. The General Employment (EG1/EG2) designation allows continued industrial use, but also offers a broader array of employment land use activities. The General Employment designations also act as a buffer between residential uses and the Industrial Sanctuary, thus allowing employment uses and protecting industrial areas from adjacent incompatible uses.
37. **Policy 2.15, Living Closer to Work**, calls for locating greater residential densities, including affordable housing, near major employment centers, including Metro-designated regional and town centers, to reduce vehicle miles traveled per capita and maintain air quality; and calls for encouraging home-based work where the nature of the work is not disruptive to the neighborhood. The amendments support this policy because they provide for additional housing opportunities in and around the St. Johns town center and Lombard main street area, which function to some degree as employment areas. Housing in this area may be multi-dwelling or row house infill, which may maintain housing supply and enhance affordability, and is also close to major employment centers on the North Portland peninsula (Rivergate, Swan Island, Port of Portland terminals). Special provisions of the St. Johns plan district also provide for home-based or live/work type development in some employment areas, in addition to live/work activities allowed in existing residential and commercial zones.
38. **Policy 2.16, Strip Development**, calls for discouraging the development of new strip commercial areas and focusing future activity in such areas to create a more clustered pattern of commercial development. The amendments support this policy because they call for reshaping land use and zoning patterns on Lombard Street, which is currently a strip with a *Comprehensive Plan* and zoning map designation of General Commercial (CG). The amendments create more distinct areas for pedestrian-oriented development, areas with a housing/mixed-use emphasis, and areas that are accommodating of autos.

39. **Policy 2.18, Transit Supportive Density**, calls for establishing average minimum residential densities of 15 units per acre within one-quarter mile of existing and planned transit streets, Main Streets, town centers, and transit centers, and 25 units per acre within one-half mile of light rail stations and regional centers. Where existing development patterns preclude these densities, this policy calls for encouraging infill through accessory units or allowing increased density on vacant lots. The amendments support this policy because they generally allow development at these densities throughout the plan area, which is generally focused on areas within one-quarter mile of designated transit streets.
40. **Policy 2.19, Infill and Redevelopment**, calls for encouraging infill and redevelopment as a way to implement the Livable City growth principles and accommodate expected increases in population and employment. The amendments support this policy because they provide for infill at densities that in some cases are slightly higher than existing densities. Increases in development potential may provide an incentive for redevelopment and better accommodate future increases in population and employment.
41. **Policy 2.20, Utilization of Vacant Land**, calls for providing for full utilization of existing vacant land except in those areas designated as Open Space. The amendments support this policy because they provide land use and zoning designations that may encourage development of vacant land and redevelopment of underutilized land. In addition, action items call for strategic public participation in the development of certain key parcels. In addition, specific areas have been identified and designated as open space.
42. **Policy 2.21, Existing Housing Stock**, calls for providing for full utilization of larger single-dwelling homes with conditions that preserve the character of the neighborhood and prevent speculation. The amendments support this policy because they allow modest increases in residential density within the plan area (a Metro designated main street and town center) and maintain existing densities, which include substantial areas of R5 single-dwelling zones for areas beyond the plan area. Within the plan area, the amendments call for changes in zoning that would allow utilization of larger dwellings as multi-dwelling residences. In addition, the design overlay zone is applied throughout much of the St. Johns town center area. This overlay zone further regulated the appearance and design of new multi dwelling developments and remodels, and is intended to improve compatibility of infill development.
43. **Policy 2.22, Mixed Use**, calls for continuation of a mechanism that will allow for the maintenance and enhancement of areas of mixed use character where such areas act as buffers and where opportunities exist for the creation of mixed use nodes. The amendments support this policy. The Lombard main street and St. Johns town center areas are considered mixed use areas. The land use and zoning designations applied in these areas generally allow for mixed use development (commercial and some employment zones) and for a mixing of uses in areas along Lombard and in the St. Johns town center.
44. **Policy 2.23, Buffering**, calls for mitigating the impacts from non-residential uses on residential areas through the use of buffering and access limitations, in particular when residentially-zoned lands are changed to commercial, employment or industrial zones. The

amendments support this policy because they use land use and zoning designations to buffer and transition areas from commercial and employment uses to residential uses at decreasing densities. Few properties in the plan area are changed from residential to commercial, employment, or industrial zones.

45. **Goal 3, Neighborhoods**, calls for preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. The amendments are consistent with this goal because they focus areas of significant change into main street and town center areas, which have been identified as places where change, growth and development are expected to occur. To maintain stability of neighborhoods, no change to land use or zoning is proposed outside of the plan area. This approach helps promote neighborhood stability by strategically focusing change into areas where change can be beneficial for meeting policy objectives, including use of existing and planned infrastructure and services, and for redevelopment over time of underutilized areas.
46. **Policy 3.3, Neighborhood Diversity**, calls for promoting neighborhood diversity and security by encouraging a diversity in age, income, race and ethnic background within the City's neighborhoods. The amendments support this policy because they offer a range of land use and zoning designations that allow for a variety of residential, commercial, employment and industrial developments. The amendments feature changes in residential land use designations that will provide a broader array of housing opportunities in the plan area, and that can serve a diverse array of incomes, ages, races, and ethnicity.
47. **Policy 3.4, Historic Preservation**, calls for the preservation and retention of historic structures and areas throughout the city. The amendments support this policy because they call for application of the design overlay zone in the St. Johns town center, which contains some key historic resources. The amendments include "desired characteristics and traditions" statements that will be used by design review staff in evaluating proposals for development; these statements make note of the historic development pattern in the town center. The plan also contains action items that call for follow-up efforts to identify and nominate particular historic properties as appropriate.
48. **Policy 3.5, Neighborhood Involvement**, provides for the active involvement of neighborhood residents and businesses in decisions affecting their neighborhood. The amendments support this policy because neighborhood associations, business associations, and the community at large were involved in developing elements of the plan for this area. A citizen working group, composed of representatives from associations and at-large community members, also played a key role in providing feedback on the plan and communicating with identified community organizations.
49. **Policy 3.6, Neighborhood Plan**, calls for maintaining and enforcing neighborhood plans that are consistent with the Comprehensive Plan and that have been adopted by City Council. The amendments support this objective because they create a St. Johns/Lombard area plan that will be included by reference under this Comprehensive Plan policy. The findings in this report demonstrate that the St. Johns/Lombard Plan is consistent with the Comprehensive Plan, including the Adopted Portsmouth Neighborhood Plan.

50. **Goal 4, Housing**, calls for enhancing Portland's vitality as a community at the center of the region's housing market by providing housing of different types, tenures, density, sizes, costs and locations that accommodates the needs, preferences, and financial capabilities of current and future households. The amendments are consistent with this goal because they allow for a variety of residential developments. The amendments feature changes in residential land use designations that will provide a broader array of housing opportunities in the plan area, that can serve a diverse array of incomes, ages, races and ethnicity. These include multi-dwelling units, row houses, and mixed-use and live/work residential situations. The plan also supports single-dwelling areas by focusing multidwelling and more intense residential uses within the plan area (a Metro designated town center and main street). Single-dwelling areas outside of the defined plan area are retained.
51. **Policy 4.1, Housing Availability**, calls for ensuring that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of Portland's households now and in the future. The amendments support this policy because they offer a variety of housing types and generally increase the supply of, and opportunity for, new housing in and around the plan area.
52. **Objective A**, calls for designating sufficient buildable land for residential development to accommodate Portland's share of regional household growth to reduce the need for urban growth boundary expansions. The amendments support this objective because they offer a variety of housing types and generally increase the supply of and opportunity for new housing in the plan area. Overall, the plan offers a moderate increase in the amount of housing units that may be built in the plan area over time.
53. **Objective C**, calls for considering the cumulative impact of regulations on the ability of housing developers to meet current and future housing demand. The amendments support this objective because they offer a balanced set of regulations that are designed to allow additional growth and development to occur while improving the design quality, materials quality and general fit on new infill development in this established area. Special provisions for development in the R1 multi dwelling zone in the St. Johns plan district and in the main street corridor overlay zone allow additional flexibility for development by lowering minimum density on existing small R1 zoned lots.
54. **Objective F**, calls for encouraging housing design that supports the conservation, enhancement, and continued vitality of areas of the city with special scenic, historic, architectural or cultural value. The amendments support this objective because they apply the design overlay zone to multi dwelling-zoned areas of St. Johns and Cathedral Park. The amendments also add design standards to multi dwelling-zoned property along Lombard. In combination, these additional standards and reviews will assist in addressing special scenic, historic, and architectural values in the plan area.
55. **Objective J**, calls for limiting residential development in areas designated as industrial sanctuaries. The amendments support this objective because they do not allow residential development in the industrial sanctuary. Industrial sanctuary areas in some locations are

buffered from adjoining higher-density residential areas through application of the General Employment (EG) zones.

56. **Policy 4.2, Maintain Housing Potential**, calls for retaining housing potential by requiring no net loss of land reserved for, or committed to, residential or mixed-use. The amendments support this policy because they provide for a modest increase in residential development potential within the plan area. The amendments are estimated to have a slight a net decrease in units based on *Comprehensive Plan* Map designations (from roughly -5 to -355, depending on development assumptions). However, much of the existing *Comprehensive Plan* map has not been implemented by current zoning. From a zoning map perspective, the amendments produce a reasonable increase in housing opportunity (from roughly +460 to +840, depending on development assumptions). The difference again, is that the existing *Comprehensive Plan* is not implemented by current zoning, while the amendments propose to fully implement the *Comprehensive Plan* map designations.
57. **Objective A**, calls for allowing the replacement of housing potential to be accomplished by such means as: 1) rezoning (and redesignating) existing commercial, employment, or industrial land to residential; 2) rezoning (and redesignating) lower density residential land to higher density residential land; and 3) rezoning to the CM zone; or 4) building residential units on the site or in a commercial or employment zone if there is a long-term guarantee that housing will remain on the site. The amendments support this objective because they redesignate and rezone different parts of the plan area to compensate for other parts of the plan area where housing potential has been diminished by redesignating with less intense residential designations. Specifically, a large area of high density multi-dwelling-designated land (RH, 4:1 FAR, 75 foot height limit, and approx. 120 units/acre) has been redesignated and rezoned to medium density multi dwelling (R1, 45 foot height limit, and approximately 43 units/acre). Other plan designations and zones have been changed throughout the plan area to offset this loss of potential. Some R5 single-dwelling areas have been designated R 2.5, R2 or R1. Also, some existing R1 designated areas are being zoned in conformance with the *Comprehensive Plan* designation.
58. **Policy 4.3, Sustainable Housing**, calls for encouraging housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to public transit and other efficient modes of transportation, easy access to services and parks, resource efficient design and construction, and the use of renewable energy resources. The amendments support this policy because they promote efficient use of land and resources by providing multi dwelling and higher density single dwelling housing near transit, parks and other community resources. In addition, this type of development is typically more efficient than detached houses in terms of energy consumption for heating and cooling.
59. **Objective A**, calls for placing new residential developments at locations that increase potential ridership on the regional transit system and support the Central City as the region's employment and cultural center. The amendments support this objective because they focus new residential development at higher density close to public transit services.

60. **Objective B**, calls for establishing development patterns that combine residential with other compatible uses in mixed-use areas such as the Central City, Gateway Regional Center, Station Communities, Town Centers, Main Streets, and Corridors. The amendments support this objective because they propose *Comprehensive Plan* map and zoning designations that promote housing and mixed use development in a variety of compatible situations. The amendments specifically encourage mixed use and housing development in two key areas designated Neighborhood Commercial, which limits commercial uses that may conflict with housing (drive through development, quick vehicle servicing, auto repair, etc.). Housing in a mixed use development pattern is also allowed in other commercially zoned areas, including those zoned for Storefront Commercial (CS zone) and Mixed commercial-residential (CM zone). These zones also limit some uses to improve compatibility with residential uses, and promote transit oriented pedestrian-friendly development.
61. **Objective C**, calls for encouraging the development of housing at transit-supportive densities near transit streets, especially where parks or schools are present, to ensure that the benefits of the public's investment in those facilities are available to as many households as possible. The amendments support this objective because they propose plan designations and zoning at transit supportive densities near transit streets and near schools and parks within the plan area.
62. **Policy 4.4, Housing Safety**, calls for ensuring a safe and healthy built environment and assisting in the preservation of sound existing housing and the improvement of neighborhoods. The amendments support this policy because the plan is designed over time to improve the appearance and quality of new development through application of the design overlay zone and through new development. This is expected to have a positive effect on neighborhood livability and potential spillover benefits to encourage rehabilitation and improvement of existing housing stock.
63. **Policy 4.5, Housing Conservation**, calls for restoring, rehabilitating, and conserving existing sound housing as one method of maintaining housing as a physical asset that contributes to an area's desired character. The amendments support this policy because it reduces development potential in particular areas where existing plan designations (RH designation) may encourage removal of sound housing.
64. **Policy 4.7, Balanced Communities**, calls for striving for livable mixed-income neighborhoods throughout Portland that collectively reflect the diversity of housing types, tenures, and income levels of the region. The amendments support this policy because they provide for a variety of housing types in the plan area and to a greater degree, across the North Portland peninsula. The plan area features the potential for a mix of attached and detached housing unit types; in areas beyond the plan boundary, significant areas remain for detached single dwelling houses. The housing diversity in the community is supportive of a broad range of income and different tenures.
65. **Objective A**, calls for achieving a distribution of household incomes similar to the distribution of household incomes found citywide, in the Central City, Gateway Regional

Center, in town centers, and in large redevelopment projects. The amendments support this objective because they provide for a variety of housing types in the plan area and to a greater degree, across the North Portland peninsula. The plan area features the potential for a mix of attached and detached housing unit types; in areas beyond the plan boundary, significant areas remain for detached single dwelling houses. The housing diversity in the community is supportive of a broad range of income and different tenures.

66. **Objective B**, calls for maintaining income diversity within neighborhoods by 1) allowing a mix of housing types and tenures, including houses, houses on smaller lots, small houses, duplexes, attached housing, accessory dwelling units, multi-dwelling housing, and mixed-use developments; and 2) ensuring that income diversity is maintained over the long-term. The amendments support this objective because they provide for a variety of housing types in the plan area and to a greater degree, across the North Portland peninsula. The plan area features the potential for a mix of attached and detached housing unit types; in areas beyond the plan boundary, significant areas remain for detached single dwelling houses. The housing diversity in the community is supportive of a broad range of income and different tenures.
67. **Objective C**, calls for promoting the development of mixed-income housing that may include a mix of housing types. The amendments support this objective because they call for designation of additional areas for multi dwelling development and also make provisions for flexible design of a mix of housing units on a variety of sites. The plan offers incentives for creative mixed use development on specified commercially-zoned properties to attract mixed use and mixed income housing development.
68. **Objective D**, calls for encouraging housing opportunities for extremely low and very low-income households (below 50% MFI) in all neighborhoods to avoid their concentration in any one area. The amendments support this objective because they allow for a variety of housing types. In addition to opportunity for housing that may serve lower incomes, the amendments also offer opportunities for housing in areas that feature view amenities, which may attract a variety of income ranges.
69. **Objective F**, calls for supporting public and private actions that improve the physical and social environment of areas that have experienced disinvestment in housing, that have a concentration of low-income households, or that lack infrastructure. The amendments support this objective because they apply a design overlay zone to improve the attractiveness, design, and quality of new development. In addition the plan amendments call for transportation improvements that will improve the public realm in portions of the plan area.
70. **Objective G**, calls for encouraging the development and preservation of housing that serves a range of household income levels at locations near public transit and employment opportunities. The amendments support this objective because they propose attached residential and multi dwelling residential designations at locations near public transit service. These housing types can serve a range of income levels.

71. **Objective K**, calls for discouraging the involuntary displacement of low-income residents from their community as neighborhoods evolve, while expanding housing opportunities to create more balanced communities. The amendments support this objective because they provide additional opportunities for housing that can serve a broad income range.
72. **Policy 4.8, Regional Housing Opportunities**, calls for ensuring opportunities for economic and racial integration throughout the region by advocating for the development of a range of housing options affordable to all income levels throughout the region. The amendments support this policy because they provide additional opportunities for a broad array of housing that can serve a broad income range.
73. **Policy 4.10, Housing Diversity**, calls for promoting creation of a range of housing types, prices, and rents to 1) create culturally and economically diverse neighborhoods; and 2) allow those whose housing needs change to find housing that meets their needs within their existing community. The amendments support this policy because they provide additional opportunities for a broad array of housing on the peninsula that can serve a broad income range.
74. **Policy 4.11, Housing Affordability**, calls for promoting the development and preservation of quality housing that is affordable across the full spectrum of household incomes. The amendments support this policy because they provide additional opportunities for housing that can serve a broad income range. Further, the design overlay zone and other design standards are applied to multi-dwelling areas in the plan area to promote better design and quality in new development.
75. **Objective D**, calls for promoting conservation programs and energy-efficient practices and programs that reduce housing operating costs for energy, sewer, and water usage. The amendments support this objective because many of the housing units anticipated in the future are attached or multi dwelling units, which are typically more energy and resource efficient because of common walls and shared resources, than detached single dwelling structures.
76. **Policy 4.12, Housing Continuum**, calls for ensuring that a range of housing from temporary shelters, to transitional, and to permanent housing for renters and owners is available, with appropriate supportive services for those who need them. The amendments support this policy because they provide opportunities for housing for both renters and owners in a variety of housing types.
77. **Policy 4.13, Humble Housing**, calls for ensuring that there are opportunities for development of small homes with basic amenities to ensure housing opportunities for low-income households, members of protected classes, households with children, and households supportive of reduced resource consumption. The amendments support this policy because they offer opportunities for development of a variety of multi family, attached and detached housing in and around the plan area.

78. **Objective A**, calls for ensuring that regulations facilitate the option of development of small homes. The amendments are not in conflict with this objective because there are no provisions in the amendments that prevent development of small homes or housing units.
79. **Policy 4.14, Neighborhood Stability**, calls for stabilizing neighborhoods by promoting: 1) a variety of homeownership and rental housing options; 2) security of housing tenure; and 3) opportunities for community interaction. The amendments support this policy because the amendments provide options for a variety of housing types that will provide ownership and rental options in the community. Further, the amendments feature design standards and guidelines designed to promote buildings that better address the public realm, are more compatible with some existing development, and encourage community interaction and eyes on the street. This is accomplished partly through increased amount of window area and orientation of entrances in multi dwelling development.
80. **Objective A**, calls for promoting and maintaining homeownership options within neighborhoods. The amendments generally support this objective because they focus higher density development in town center and main street areas, and retain large areas of single dwelling neighborhood outside the focused plan area. The plan amendments broaden the opportunity for home ownership in neighborhoods by providing opportunities for ownership of condominiums and attached dwellings in addition to detached units.
81. **Objective B**, calls for promoting housing opportunities that build a sense of community, civic involvement and neighborhood pride. The amendments support this objective because they promote a mix of housing types, many with design requirements that promote a better relationship with the public realm and sidewalk environment through the placement of windows, parking areas and garages.
82. **Objective G**, calls for promoting good neighbor relationships between housing developers and their neighbors. The amendments support this objective because they, in many cases, call for higher levels of design quality in new development. In some cases, the amendments encourage developer contact with neighborhood association to discuss design details prior to development.
83. **Objective K**, calls for enhancing the quality of the design of new infill residential development. The amendments support this objective because they apply the design overlay zone and other residential design standards to multi dwelling development to improve the design, quality, and fit of new infill development.
84. **Policy 4.15, Regulatory Costs and Fees**, calls for considering the impact of regulations and fees in the balance between housing affordability and other objectives such as environmental quality, urban design, maintenance of neighborhood character, and protection of public health, safety, and welfare. The amendments support this policy because the design overlay zone as applied in St. Johns town center offers the ability for residential projects to meet standards rather than requiring design review. Fees are minimal for meeting standards. For R1 multi dwelling development along Lombard, the

amendments include design standards rather than design review, again, reducing fees for development.

85. **Goal 5, Economic Development**, calls for promotion of a strong and diverse economy which provides a full range of employment and economic choices for individuals and families in all parts of the city. The amendments are consistent with this goal because they provide for a variety of commercial, industrial and employment land uses in and near the plan area. The amendments retain areas designated for employment, but broaden the range and type of employment types allowed in the town center area. The amendments also support improvements to the transportation system to facilitate and allow regional freight mobility, while providing features that will enhance the pedestrian environment and improve the public realm.
86. **Policy 5.1, Urban Development and Revitalization**, calls for encouraging investment in the development, redevelopment, rehabilitation and adaptive reuse of urban land and buildings for employment and housing opportunities. The amendments support this policy because they provide incentives for mixed use development in specific commercial zones (CN1/2), maintain development potential in other commercial zones, and offer expanded building and use envelopes for employment areas through zone changes from General Industrial (IG2) to General Employment (EG1/2) and Central Employment (EX) zones.
87. **Objective A**, calls for ensuring that there are sufficient inventories of commercially and industrially-zoned, buildable land supplied with adequate levels of public and transportation services. The amendments support this objective because they generally maintain the existing supply of commercial and employment land in the plan area, while transitioning about six acres of land from the Industrial Sanctuary designation to the Mixed Employment designation. Further, the plan maintains land zoned for Heavy Industrial and river-related industrial uses. An economic assessment of existing conditions estimated that supply of commercial land exceeded future demand for space substantially.
88. **Objective C**, calls for retaining industrial sanctuary zones and maximizing use of infrastructure and intermodal transportation linkages with and within these areas. The amendments support this objective because they generally retain industrial sanctuary zones on the peninsula, and do not affect the Industrial Areas beyond the boundary of the *St. Johns/Lombard Plan* area. Within the plan area that focuses specifically on the St. Johns town center, roughly six acres of Industrial Sanctuary is transitioned to the General Employment designation. This designation allows industrial land uses outright, but broadens the range of employment uses that may locate on these sites.
89. **Objective E**, calls for defining and developing Portland's cultural, historic, recreational, educational and environmental assets as important marketing and image-building tools of the city's business districts and neighborhoods. The amendments support this objective in several ways. The design overlay zone will help foster and build upon the unique small town character of the St. Johns town center area, which may be a marketing and economic development asset for the community. In addition, the amendments and plan call for better recognition and utilization of the Willamette Riverfront, an asset for both the

community and the city. Further, the plan calls for furthering the area's abundance of environmental and recreational assets by rezoning portions of the riverfront to the Open Space zone, and by identifying opportunities to further capitalize on this asset as an economic development opportunity

90. **Objective F**, calls for recognizing and supporting environmental conservation and enhancement activities for their contribution to the local economy and quality of life for residents, workers and wildlife in the city. The amendments of the *St. Johns/Lombard Plan* supports this objective as they will result in 28 acres of newly designated publicly-owned open space along the Willamette riverfront. This property, Willamette Cove, currently an industrial/employment area owned by Metro, is to be developed as a passive recreational facility including pedestrian and bicycle trails linking St. Johns with Swan Island to the south. This area consists almost entirely of upland and riparian forest and grasslands. Habitat enhancement activities are ongoing at this site and will continue after plan adoption, making this area an amenity to adjacent residential and mixed-use development. Additionally the proposed trail system will enhance commuter and recreational use of the waterfront. The *St. Johns/Lombard Plan* further supports this objective as it includes actions proposing the expansion of the Willamette Greenway buffer from 50 to at least 100 feet as well as enhancement activities including a segment of the greenway trail and habitat restoration activities. These actions will support the local economy as an enhancement of the recreational, ecological, and aesthetic qualities of the riverfront, and will make this area a more desirable location in which to invest in commercial and residential redevelopment activities.
91. **Policy 5.2, Business Development**, calls for sustaining and supporting business development activities to retain, expand, and recruit businesses. The amendments support this policy because they provide opportunities for continued commercial, employment and industrial uses and activities. The amendments also include action items that call for consideration of economic development tools to support business development and economic development activities in the area.
92. **Objective B**, calls for incorporating economic considerations in long-range planning activities undertaken by the Bureau of Planning. The amendments support this objective in several ways: 1) they provide opportunities for development of commercial and employment uses in the area and beyond; 2) they call for maintaining freight mobility and supports both short and long-term approaches to continuing this function; 3) they allow for transition of key opportunity sites near the Willamette River and in Downtown St. Johns to act as catalysts for change and economic development in the area; and 4) they call for further economic development assistance from public agencies, including consideration of the transit oriented development tax abatement program and use of urban renewal as tools to foster development.
93. **Objective D**, calls for ensuring citizen involvement in the policy development and decision-making process on publicly-funded economic development projects and activities. The amendments support this objective because action charts in the plan call for

participation from neighborhood and business associations in the implementation of many plan features, including economic development actions.

94. **Policy 5.3, Community-Based Economic Development**, calls for supporting community-based economic development initiative consistent with the *Comprehensive Plan* and compatible with neighborhood livability. The amendments support this policy because they include actions for economic development designed to enhance local market conditions and stimulate development and investment in the area. These actions often include local associations as partners for implementation.
95. **Objective A**, calls for assisting broadly-based community coalitions to implement development objectives and programs of adopted community or neighborhood plans. Coalition interests include, at a minimum, City-recognized neighborhood and business associations, as well as businesses, residents, educators, service providers, and other groups and individuals. The amendments support this objective because they build upon and further programs initiated and actions identified in adopted or community-based efforts including the adopted *Portsmouth Neighborhood Plan*, and the St. Johns in the 21st Century Action Plan.
96. **Objective B**, calls for coordinating activities with other governments, resource organizations and service providers to implement adopted community and neighborhood plan objectives, programs and actions. The amendments support this objective because the action items call for participation from a variety of agencies and organizations.
97. **Objective C**, calls for evaluating the impact of zoning regulations and procedures on neighborhood businesses and retailers using the community and neighborhood planning process, as well as involving affected business district associations and neighborhood associations in that evaluation. The amendments support this objective because the effects of proposed zoning regulations were evaluated with business association and neighborhood association representatives during review of the zoning aspects of the plan.
98. **Objective D**, calls for encouraging consensus-building activities at the community and neighborhood levels which enhance neighborhood livability and promote economic vitality. The amendments support this objective because they include action items (ED1, ED2, ED3, ED5, ED6, ED7, and others) that call for local participation in economic development activities.
99. **Policy 5.4, Transportation System**, calls for promotion of a multi-modal regional transportation system that encourages economic development. The amendments support this policy because they include transportation action items that foster a balanced transportation system. These include improvements to enhance the pedestrian environment, improve pedestrian safety, and improve public realm amenities. In addition, plan action items call for support of transportation programs that will facilitate freight mobility, a critical component of the local and regional economy. Further, the amendments also foster improved bicycle access, particularly to commercial destinations where trade offs with other vehicle (auto) modes are minimal.

100. **Objective A**, calls for supporting regional transportation improvements to facilitate the efficient movement of goods and services in and out of Portland's major industrial and commercial areas, and ensuring access to intermodal terminals and related distribution facilities. The amendments support this objective because they support actions to maintain freight mobility in the short and long-term (Actions TC6, TC7).
101. **Objective B**, calls for supporting the maintenance and efficient use of the transportation infrastructure for local, national, and international distribution of goods and services. The amendments support this objective because they support actions (TC6, TC7) to maintain freight mobility in the short and long-term.
102. **Objective C**, calls for working closely with public agencies, such as TriMet, and the private sector to deliver an efficient and effective transportation system and network, and improving transit connections between residential communities and work sites. The amendments support this objective because they call for support of planned and future transit improvements along the main street and in the town center (Actions MS6, MS7, TC11, TC 12, TC 13). In addition, the plan fosters a transit supportive and transit-oriented development pattern.
103. **Objective D**, calls for supporting transit-supportive development and redevelopment along designated transit streets and in the vicinity of light rail stations. The amendments support this objective because the plan fosters a transit supportive and transit-oriented development pattern in this designated main street and town center area.
104. **Objective E**, calls for promoting safe and pleasant bicycle and pedestrian access to and circulation within commercial areas, and providing convenient, secure bicycle parking for employees and shoppers. The amendments support this objective because action items call for improvements to the pedestrian realm, pedestrian network, and the bicycle network.
105. **Objective F**, calls for encouraging a wide range of goods and services in each commercial area in order to promote air quality and energy conservation. The amendments support this objective because they provide land use and zoning designations that will support a wide range of commercial goods and services in both the main street and town center areas. Additionally, land use and zoning designations will foster additional residential development in the area to help bolster the market area and help support commercial uses.
106. **Objective G**, calls for pursuing special opportunities for alternative modes of transportation to serve as attractors themselves. Such projects include water taxis, streetcars and bicycle/pedestrian facilities and amenities. The amendments support this objective because they call for improvements to bicycle and pedestrian facilities in the short and medium term. Further, the vision statement aspires to more dramatic transportation alternatives in the future, including a trolley or streetcar-like transit system.
107. **Policy 5.6, Area Character and Identity Within Designated Commercial Areas**, calls for promotion and enhancement of the special character and identity of Portland's designated commercial areas. The amendments support this policy because they recognize

- the unique character of the St. Johns and Lombard commercial areas, and apply land use and zoning designations designed to maintain and enhance community-desired small town qualities. In addition, the plan selectively applies design overlay zones and regulations to address special circumstances and to provide additional guidance for new development.
108. **Objective A**, calls for encouraging cooperative efforts by area business, business associations and neighborhood associations to define and enhance the character and identity of commercial areas. The amendments support this objective because they include special "desired characteristics and traditions" design statements that apply to many areas in St. Johns, and action items that call for continued involvement of local business and neighborhood associations in future development activities.
 109. **Objective B**, calls for reinforcing the character and identity of commercial areas as neighborhood focal points. The amendments support this objective because they identify portions of St. Johns and Lombard Street as key centers of community commercial activity and civic focus.
 110. **Objective E**, calls for working with local businesses, neighbors and property owners, as well as City-recognized business and neighborhood associations, to identify and designate historical landmarks, Historic Districts and Historic Conservation Districts within commercial areas. The amendments support this objective because action items HI1, HI2, HI 3 and HI4 call for working with the community on historic preservation and identity enhancement issues.
 111. **Objective F**, calls for supporting public and private improvements and maintenance actions which help enhance a commercial area's identity and provide a safe and attractive physical environment. The amendments support this objective because they call for public and private actions to improve portions of the public realm and the pedestrian environment within commercial districts (actions LU1 to LU4; HI5 to HI 9; and MS and TC transportation actions).
 112. **Policy 5.7, Business Environment Within Designated Commercial Areas**, calls for promotion of a business environment within designated commercial areas that is conducive to the formation, retention, and expansion of commercial businesses. The amendments support this policy because they allow for a broad array of commercial activities in the main street and town center commercial areas. In addition, economic development actions call for public and private partnerships to enhance the business districts.
 113. **Objective C**, calls for sustaining the role of designated commercial areas in providing shopping and employment opportunities for city residents. The amendments support this policy because they allow for a broad array of commercial activities in the main street and town center commercial areas.
 114. **Objective D**, calls for promoting the concentration of commercial activities in areas so designated by community and neighborhood plans. The amendments support this objective

because they identify key commercial areas within the St. Johns town center and Lombard main street area. The amendments further support this objective by concentrating and defining commercial areas into pedestrian oriented, auto accommodating areas and areas where mixed use and supportive residential development can be foster in commercial areas.

115. **Objective E**, calls for concentrating the expansion of commercial and mixed use activities near the intersections of Major City Traffic or Transit Streets as designated by the Transportation Element, and near Major Transit streets. The amendments support this objective because they focus commercial and mixed use activities along transit streets and within the designated town center and main street areas.
116. **Objective F**, calls for encouraging the retention and development of higher density housing and mixed use development within commercial areas. The amendments support this objective in several ways: 1) incentives for mixed use development are provided in key areas along Lombard Street and in St. Johns; 2) housing areas are retained along Lombard Street and in St. Johns; and 3) where appropriate due to proximity to transit and other considerations, residential densities have been increased from R5 single-dwelling to R 2.5 (attached single dwelling), and R2 and R1 low and medium-density multidwelling zones.
117. **Policy 5.8, Diversity and Identity in Industrial Areas**, calls for promotion of a variety of efficient, safe and attractive industrial sanctuary and mixed employment areas in Portland. The amendments support this policy because they provide for a range of employment and industrial activities in the St. Johns town center area. The amendments specify use of the Industrial Sanctuary designation (IH and IG2 zones); General Employment designation (EG1 and EG2 zones); and Central Employment designation (EXd zone) in different areas to respond to the existing desired future character of different areas.
118. **Objective A**, calls for recognizing and promoting the variety of industrial areas in Portland through development regulations which reflect the varied physical characteristics of the city's industrial areas, and distinguishing between older developed areas and newer, less developed ones. The amendments support this objective because they recognize and address the variety of industrial and employment areas with the plan area and apply land use designations and zoning to address specific characteristics of each area. Many of the industrial and employment areas within the plan area are older, established areas. However, much of the land is not utilized to full potential due to constraints on the transportation system, existing adjacent land uses, and relative isolation from larger industrial area, among other factors. Land use and zoning designations have been applied to better address some of the existing conditions and to foster effective reuse and revitalization of these areas for industrial, employment or mixed use development.
119. **Objective D**, calls for, within industrial districts, allowing some lands designated for commercial or mixed employment, and providing for this while maintaining the overall industrial orientation of the districts. The amendments support this objective because they designate areas for mixed employment or central employment. These designations exist

within the context of a much larger industrial area that exists beyond the limited boundaries of the plan area affected by the proposed amendments.

120. **Objective E**, calls for creating mixed employment areas which encourage a broad range of employment opportunities by permitting a mix of industrial and commercial activities. Prevent land use conflicts within the mixed employment areas through the use of development standards and by limiting conflicting types of development. The amendments support this objective because they allow a broad range of industrial and commercial activities and provide limitations on specific activities in employment areas (zoning code Chapter 33.583).
121. **Objective F**, calls for limiting the zones where activities which tend to have substantial off-site impacts or demands on public services are permitted outright, and requiring additional reviews where they may be appropriate. The amendments support this objective because they limit the areas where activities with substantial off site impacts can be located. Many of these activities are permitted in the Heavy Industrial (IH) zone, which is applied only in a limited area, and is buffered from other uses (residential and commercial) by employment zones that limit uses with substantial off site impacts.
122. **Policy 5.9, Protection of Non-Industrial Lands**, calls for protection of non-industrial lands from the potential adverse impacts of industrial activities and development. The amendments support this objective because they limit the areas where industrial activities with substantial impacts can be located. Many of these activities are permitted in the Heavy Industrial (IH) zone, which is applied only in a limited area, and is buffered from other uses (residential and commercial) by employment zones that limit uses, particularly those with substantial off site impacts.
123. **Objective A**, calls for where possible, using major natural or man-made features as boundaries and buffers for industrial areas. The amendments support this objective because tracks of publicly-owned park land, such as Cathedral Park and Willamette Cove are to remain or be re-designated as open space and will serve as buffers from areas that have the potential to be used for industrial purposes from portions of the plan area where mixed-used or residential development is encouraged by the plan.
124. **Goal 6, Transportation**, calls for developing a balanced, equitable, and efficient transportation system that provides a range of transportation choices; reinforces the livability of neighborhoods; supports a strong and diverse economy; reduces air, noise, and water pollution; and lessens reliance on the automobile while maintaining accessibility. The amendments are consistent with this goal for the reasons stated in the Goal 6 policies and objectives, stated below.
125. **Policy 6.1, Coordination**, calls for coordinating with affected state and federal agencies, local governments, special districts, and providers of transportation services when planning for and funding transportation facilities and services. The amendments support this policy because other agencies, including TriMet, Metro, and ODOT, were involved in the planning process and represented on the project technical advisory committee.

126. **Policy 6.1 Objective A** calls for coordinating the funding and development of transportation facilities with regional transportation and land use plans and with public and private investments. The amendments support this objective because development of the plan was coordinated with intergovernmental oversight by a Technical Advisory Committee with representation from regional partners including Metro, TriMet and the Oregon Department of Transportation.
127. **Policy 6.1 Objective B** calls for participating in Metro's processes for allocating and managing transportation funds and resources to achieve maximum benefit with limited available funds. The amendments support this objective because transportation funding which implements the first phase of recommendations has been secured through a grant from the Metropolitan Transportation Improvement Program (MTIP) run by Metro.
128. **Policy 6.4 Objective A:** Classification descriptions and designations are used to determine the appropriateness of street improvements and to make recommendations on new and expanding land uses through the land use review processes. The amendments support this objective because all improvements recommended within the public right-of-way are consistent with their street functional classifications.
129. **Policy 6.4 Objective B:** Classification descriptions are used to describe how streets should function for each mode of travel, not necessarily how they are functioning at present. The amendments support this objective because they were developed with the intent of supporting each street's functional classification rather than the existing actual function.
130. **Policy 6.4, Objective C:** All of a street's classifications must be considered in designing street improvements and allocating funding. While a proposed project may serve only one classification, improvements should not preclude future modifications to accommodate other classifications of the street. The amendments support this objective because all of the recommendations do not preclude future street modifications that are consistent with the functional classifications.
131. **Policy 6.4, Objective D:** When the existing use of a street does not comply with its classification, no additional investments should be made that encourage that inappropriate use. The amendments support this objective because none of the recommendations encourage an inappropriate use inconsistent with the functional classifications.
132. **Policy 6.13, Objective A:** Manage traffic on Neighborhood Collectors and Local Service Streets consistent with the land uses they serve and to preserve and enhance neighborhood livability. The amendments support this policy because the transportation system recommendations contained within the plan for Neighborhood Collectors and Local Service Streets are not inconsistent with their functional classifications. Traffic modeling done as part of the alternatives analysis does not indicate any shifting of traffic patterns and volumes that are inconsistent with their functional classifications.

133. **Policy 6.13, Objective C:** Encourage non-local traffic, including trucks, to use streets of higher traffic and truck classifications through design, operations, permitting, and signing. The amendments support this policy because traffic modeling done as part of the alternatives analysis does not indicate any shifting of traffic patterns and volumes that are inconsistent with their functional classifications. Truck traffic using non-designated trucks routes, such as Fessenden St, is addressed through action items which support implementation of the St Johns Truck Strategy.
134. **Policy 6.13, Objective D:** Implement measures on Local Service Traffic Streets that do not significantly divert traffic to other streets of the same classification. The amendments support this policy because traffic modeling done as part of the alternatives analysis does not indicate any shifting of traffic patterns and volumes that are inconsistent with their functional classifications.
135. **Policy 6.13, Objective E:** Implement measures on Neighborhood Collectors that do not result in significant diversion of traffic to streets of lower classification. The amendments support this policy because traffic modeling done as part of the alternatives analysis does not indicate any shifting of traffic patterns and volumes that are inconsistent with their functional classifications.
136. **Policy 6.13, Objective F:** Reduce traffic speeds through enforcement and design in high-density 2040 Growth Concept areas, including main streets and centers, to levels that are comfortable for bicyclists and pedestrians. The amendments support this policy because the plan recommends curb extensions and bicycle lanes to improve safety and comfort for both modes on Lombard St., designated a main street, and will help reduce speeding by narrowing excessive travel lane widths.
137. **Policy 6.14, Objective A:** Use the emergency response classification system to determine whether traffic-slowng devices can be employed. The amendments support this policy because the plan does not recommend any traffic slowing devices.
138. **Policy 6.14, Objective B:** Use the emergency response classification system to guide the routing of emergency response vehicles. The amendments support this policy because the plan does not recommend any changes to the emergency response classifications.
139. **Policy 6.15, Objective A:** Reduce and manage automobile travel demand and promote transportation choices before considering the addition of roadway capacity for single-occupant vehicles. The amendments support this policy because they do not recommend expanding roadway capacity to meet future travel demand on key arterials, instead relying upon improvements to the transit, bicycle and pedestrian systems.
140. **Policy 6.15, Objective B:** Employ transportation system management measures, including coordinating and synchronizing signals and intersection redesign, to improve traffic and transit movements and safety for all modes of travel. The amendments support this policy because action items MS 1 and 2, TC 2 call for improving signal coordination, and TC 6 calls for implementation of the St Johns Truck Strategy to improve operations

through intersection redesign at Philadelphia/ Ivanhoe and St Louis/ Lombard intersections.

141. **Policy 6.15, Objective C:** Design, build, and operate the transportation system so that it can be safely navigated by all users. The amendments support this policy because a fundamental objective of the plan development process was to create a more balanced, multi-modal transportation system. The resulting action items provide for and increase safety for all modes of travel.
142. **Policy 6.16, Objective B:** Provide local access to arterials, while minimizing conflicts with through-traffic. The amendments support this policy because none of recommended improvements conflict with through traffic movement.
143. **Policy 6.16, Objective C:** Ensure that access management measures do not adversely impact any transportation mode, consistent with the classifications of the street where these measures are applied. The amendments support this policy because action item MS 3 is intended to support safety for all modes.
144. **Policy 6.17, Coordinate Land Use and Transportation,** calls for implementing the Comprehensive Plan Map and the 2040 Growth Concept through long-range transportation and land use planning and the development of efficient and effective transportation projects and programs. The amendments support this policy because development of the plan was a joint effort in cooperation with the Bureau of Planning that proposes both land use and transportation system changes that are consistent with and supportive of the Transportation System Plan functional classifications for streets within the plan area, as well as the policies and map designations of the 2040 Growth Concept.
145. **Policy 6.18, Adequacy of Transportation Facilities,** calls for ensuring that amendments to the Comprehensive Plan (including goal exceptions and map amendments), zone changes, conditional uses, master plans, impact mitigation plans, and land use regulations that change allowed land uses are consistent with the identified function and capacity of, and adopted performance measures for, affected transportation facilities. The amendments support this policy because the plan development process included an assessment of the plan area's transportation system capacity over a 20 year planning horizon and found that adequacy of services criteria could be met and that the functional classifications of streets within the plan area are consistent with their classified intent.
146. **Policy 6.19, Transit-Oriented Development,** calls for reinforcing the link between transit and land use by encouraging transit-oriented development and supporting increased residential and employment densities along transit streets, at existing and planned light rail transit stations, and at other major activity centers. The amendments support this policy because they call for increases in residential and employment density in key areas near transit along and adjacent to the Lombard main street and within the St. Johns town center.

147. **Policy 6.19, Objective A:** Consider the existing or planned availability of high-quality transit service when adopting more intensive residential, commercial, and employment designations. The amendments support this policy because zone changes proposed both increase housing density and orientation to existing transit service on Lombard St, classified in the Transportation System Plan as a Major City Transit Street.
148. **Policy 6.19, Objective B:** Focus medium-density and high-density development, including institutions, in transit-oriented developments along transit lines. The amendments support this objective because all higher density zone changes proposed by plan are all either adjacent to streets with existing transit service, designated as transit streets in the Transportation System Plan, or within a quarter mile of existing service.
149. **Policy 6.19, Objective D:** Examine the benefits of limiting drive-through facilities in existing or planned areas of high-intensity development and high levels of pedestrian, bicycle, and transit activity when planning studies are being done for these areas. The amendments support this objective because existing and proposed zone changes prohibit or limit the use of drive-through facilities in most of the town center core area.
150. **Policy 6.20, Objective A:** Provide interconnected local and collector streets to serve new and redeveloping areas and to ensure safe, efficient, and convenient pedestrian, bicycle, and vehicle access with preference for public streets over private streets. The amendments support this objective because the action item HR 3 improves street connectivity within the plan area through the adoption of a master street plan.
151. **Policy 6.20, Objective B:** Create short blocks through development of frequent street connections in mixed-use areas of planned high-density development. The amendments support this objective because the action item TC 9 provides for new pedestrian connections through existing large block areas within the town center to improve pedestrian and bicycle connectivity.
152. **Policy 6.20, Objective C:** Provide convenient and safe bicycle and pedestrian connections to transit routes, schools, and parks, as well as within and between new and existing residential developments, employment areas, and other activity centers where street connections are not feasible. The amendments support this objective because the action item TC 9 provides for new pedestrian connections through existing large block areas within the town center to improve access to transit service and other activity destinations.
153. **Policy 6.22, Objective A:** Promote walking as the mode of choice for short trips by giving priority to the completion of the pedestrian network that serves Pedestrian Districts, schools, neighborhood shopping, and parks. The amendments support this objective because the recommended improvements are all within areas designated as either a town center, main street or Pedestrian District.
154. **Policy 6.22, Objective B:** Support walking to transit by giving priority to the completion of the pedestrian network that serves transit centers, stations, and stops; providing

- adequate crossing opportunities at transit stops; and planning and designing pedestrian improvements that allow adequate space for transit stop facilities. The amendments support this objective because the recommended improvements for pedestrian crossing safety are coordinated with transit service stops.
155. **Policy 6.22, Objective C:** Improve the quality of the pedestrian environment by implementing pedestrian design guidelines to ensure that all construction in the right-of-way meets a pedestrian quality standard and by developing special design districts for Pedestrian Districts and main streets. The amendments support this objective because most of the plan area currently meets the basic guidelines for town centers, main streets and Pedestrian Districts. Additional improvements recommended by the plan, such as actions MS 11-12 and TC 14-16 (pedestrian crossing improvements) and MS 14 and TC 17 (pedestrian scale street lighting) will improve the quality of the pedestrian environment consistent with the intent and guidelines for town centers, main streets and Pedestrian Districts.
156. **Policy 6.22, Objective D** Increase pedestrian safety and convenience by identifying and analyzing high pedestrian collision locations; making physical improvements, such as traffic calming, signal improvements, and crossing improvements in areas of high pedestrian use; and supporting changes to adopted statutes and codes that would enhance pedestrian safety. The amendments support this objective because the recommended improvements are targeted at existing areas of potential safety hazard.
157. **Policy 6.22, Objective E:** Develop a citywide network of pedestrian trails that increases pedestrian access for recreation and transportation purposes and links to schools, parks, transit, and shopping as well as to the regional trail system and adjacent cities. The amendments support this objective because the recommendations support access to existing pedestrian trails within the study area and the planned extension of the Greenway trail.
158. **Policy 6.23, Bicycle Transportation**, calls for making the bicycle an integral part of daily life in Portland, particularly for trips of less than five miles, by implementing a bikeway network, providing end-of-trip facilities, improving bicycle/transit integration, encouraging bicycle use, and making bicycling safer. The amendments support this policy as they propose amendments to the bicycle network to improve bicycle access to town center and main street destinations, as described in the objectives, below.
159. **Policy 6.23, Objective A:** Complete a network of bikeways that serves bicyclists' needs, especially for travel to employment centers, commercial districts, transit stations, institutions, and recreational destinations. The amendments support this objective because improvements include bicycle lanes on Lombard between Van Houton and Ida and parallel bicycle boulevard improvements to side streets both east and west of the bicycle lanes to complete the connections within the North Portland bicycle network.
160. **Policy 6.23, Objective B:** Provide continuous bicycle facilities and eliminate gaps in the bike lane system. The amendments support this objective because improvements include

bicycle lanes on Lombard between Van Houton and Ida and parallel bicycle boulevard improvements to side streets both east and west of the bicycle lanes to complete the connections within the North Portland bicycle network.

161. **Policy 6.24, Objective C:** Expand primary and secondary bus service to meet the growing demand for work and non-work trips, operate as the principal transit service for access and mobility needs, help reduce congestion, and support the economic activities of the City. The amendments support this objective because action items MS 6-10 and TC 11 and 12 all call for improvements to the transit system that serves the plan area to increase access to employment and reduce congestion.
162. **Policy 6.24, Objective D:** Implement transit-preferential measures on Major Transit Priority Streets to achieve travel times competitive with the automobile and to improve service reliability. The amendments support this objective because the curb extensions (action item MS 11-12 and TC 15-16) are intended to support access to transit and to be designed to support service at transit stops, consistent with transit preferential treatments that improve safety and travel times.
163. **Policy 6.24, Objective E:** Consider the use of alternative forms of transit, including vanpools and dial-a-ride in low-density areas and other forms of transit such as water taxis. The amendments support this objective because a developing a streetcar system is included as a long term vision for the plan area.
164. **Policy 6.25, Objective A:** Implement measures to achieve Portland's share of the mandated 10 percent reduction in parking spaces per capita within the metropolitan area over the next 20 years. The amendments support this policy because the plan supports greater access to alternative modes of travel and a greater mix of land uses and density within walking distance of transit service, therefore limits the demand for parking as the town center and main street grows over time.
165. **Policy 6.26, Objective A:** Support land uses in existing and emerging regional centers, town centers, and main streets with an adequate supply of on-street parking. The amendments support this policy because the plan supports, through action item TC 8, the preservation of the existing on-street parking supply.
166. **Policy 6.26, Objective B:** Maintain existing on-street parking in older neighborhoods and commercial areas where off-street parking is inadequate, except where parking removal is necessary to accommodate alternatives to the automobile. The amendments support this policy because the plan supports, through action item TC 8, the preservation of the existing on-street parking supply. Improvements which may impact on-street parking supply, including curb extensions, support alternatives to the automobile.
167. **Policy 6.27, Objective A:** Consider eliminating requirements for off-street parking in areas of the City where there is existing or planned high-quality transit service and good pedestrian and bicycle access. The amendments support this policy because the plan uses existing regulations which eliminate the minimum off-street parking requirements adjacent

within the most of the plan area, which is within 500 ft. of existing high quality transit service.

168. **Policy 6.29, Objective A:** Participate in the planning and development of marine, aviation, and rail facilities with the Port of Portland and other affected agencies, groups, and individuals. The amendments support this policy because The Port of Portland participated on the plan's technical advisory committee.
169. **Policy 6.29, Objective B:** Address freight movement and access needs when conducting multimodal transportation studies or designing transportation facilities. The amendments support this policy because freight needs were taken into account in the development of all recommended transit improvements, including over-dimensional freight needs.
170. **Policy 6.30, Objective A:** Encourage truck through-traffic to use Regional and Major Truck Streets for mobility and the use of Minor Truck Streets and Local Service Truck Streets to access local destinations. The amendments support this policy because action items TC 6 supports implementation of the St Johns Truck Strategy which was developed specifically to address the routing of trucks on appropriate designated freight routes.
171. **Policy 6.30, Objective B:** Identify measures to improve truck access into and within Freight Districts and to and within 2040 Growth Concept centers. The amendments support this policy because action items TC 6 supports implementation of the St Johns Truck Strategy which includes among its two key objectives to improve truck access between the St Johns Bridge and the Rivergate freight district while mitigating impacts to the St Johns town center.
172. **Policy 6.34, Objective A:** Improve truck and freight movement in North Portland through changes to the street system, street classifications and signing to enhance the economic vitality of the area and minimize impacts on residential, commercial and recreational areas. The amendments support this policy because action item TC 6 supports implementation of the St Johns Truck Strategy, accepted by Council in 2001, which recommends transportation system improvements which are designed to address the above objectives.
173. **Policy 6.34, Objective B:** Support efficient functioning of the N Marine Drive/ N Lombard/N Columbia Blvd loop as the truck and commuter access to the Rivergate industrial and adjacent industrial areas. The amendments support this policy because as noted in Objective A above, the plan supports implementation of the St Johns Truck Strategy, which is intended to encourage freight use of the above designated freight route through a series of improvements that enhance freight mobility on this route while discouraging freight traffic on non-designated freight routes.
174. **Policy 6.34, Objective C:** Direct industrial traffic onto N Columbia Boulevard, while allowing limited access from residential neighborhoods and mitigating for unacceptable traffic impacts. The amendments support this policy because of the reasons stated above under Objective B.

175. Policy 6.34, Objective E: Work with the Federal Highway Commission and ODOT to remove the US 30 Bypass designation from Philadelphia and Lombard, west of Martin Luther King, Jr. Boulevard, and relocate it to more appropriate streets to minimize impacts on the St Johns town center and the Lombard main street. The amendments support this policy because action item MS 5 supports this policy and the St Johns Truck Strategy's proposed designation of Lombard St west of St Louis St to Burgard and Columbia Blvd as the appropriate bypass route for US 30 Hwy.
176. **Policy 6.34, Objective F:** Support improvements to transit service that will link North Portland to areas outside the downtown, especially to the Rose Quarter transit center and industrial areas within and outside the district. The amendments support this policy because action items MS 6, 7, 8, 9 and 10, and TC 10, 11, 12 and 13 call for all call for improvements to transit service within the plan area that improve the quality and efficiency of using transit as a mode of travel to and from the town center and main street.
177. **Policy 6.34, Objective G:** Encourage transit coverage and frequency improvements, as well as bus stop improvements, within the district and within commercial and employment centers, including Portland International Raceway, Swan Island, and Rivergate. The amendments support this policy because action items MS 6, 7, 8, 9 and 10, and TC 10, 11, 12 and 13 call for all call for improvements to transit service within the plan area that improve the quality and efficiency of using transit as a mode of travel to and from the town center and main street.
178. **Policy 6.34, Objective I:** Preserve the planned functions of Willamette Boulevard by evaluating and implementing transportation measures along N Lombard east of N St. Louis to improve Lombard's function as a District Collector and main street. The amendments support this policy because the improvements proposed by the plan on Lombard St collectivity improve capacity on Lombard for all modes of travel and traffic engineering analysis done as part of the plan development process did not indicate any anticipated diversion of traffic over a 20 year planning horizon.
179. **Policy 6.34, Objective J:** Improve pedestrian and bicycle access within the St. Johns town center and from nearby destinations, including Pier Park, the Columbia Slough, and Smith and Bybee Lakes. The amendments support this policy because action items TC 19 and 20 recommend extension of the bicycle network to improve connectivity to the St Johns town center.
180. **Policy 6.34, Objective K:** Develop additional east/west and north/south bicycle routes to serve commuter and recreational bicyclists and provide connections to Northeast Portland bikeways. The amendments support this policy because action items MS 16 and 17 recommend improvements to the North Portland bicycle network that expand connectivity of the network and improve access along Lombard St.
181. **Policy 6.34, Objective L:** Complete the sidewalk system in North Portland, including enhanced pedestrian crossings on streets with high volumes of traffic. The amendments support this policy because the plan includes action items MS 11, 12 and 13 which call for

pedestrian crossing improvements on Lombard, and TC 14, 15 and 16 on Ivanhoe through the town center core, the two highest volume streets within the plan area.

182. **Policy 6.34, Objective M:** Consider extension of the Willamette Greenway Trail south from its current designation that ends at Edgewater and connecting to the trail on Swan Island, following the outcome of a feasibility study. The amendments support this policy because action item WR 7 encourages extension of the Greenway Trail south to complete its connections to Swan Island.
183. **Policy 6.34, Objective N:** Explore opportunities for additional street connections over the railroad cut and between the Willamette River and nearby residential areas. The amendments support this policy because the plan includes a master street plan (HR 3) that includes three new secondary street connections to the waterfront, Burlington, John and Richmond streets.
184. **Policy 6.34, Objective O:** Improve parking management within the St Johns town center and at the Portland International Raceway. The amendments support this policy because the recommended plan includes an action item (TC 8) that directs PDOT to evaluate on-street parking regulations within the town center core to maximize parking supply and utilization.
185. **Goal 7, Energy,** calls for promotion of a sustainable energy future by increasing energy efficiency in all sectors of the city by ten percent by the year 2000. The amendments are consistent with this goal because they promote a transit oriented development pattern centered on Metro 2040 designated town center and main street areas. This development pattern may reduce the need for single-occupant vehicle trips. Further, many of the new structures in these areas may be multi-story, multi dwelling or attached units, which may reduce energy expended on heating and cooling when compared to a comparable level of development in low rise and/or detached structures.
186. **Policy 7.4, Energy Efficiency Through Land Use Regulations,** calls for promoting residential, commercial, industrial, and transportation energy efficiency and the use of renewable resources. The amendments support this policy because they make efficient use of land resources and concentrate development into areas that are well served by existing and planned transit services, and infrastructure.
187. **Objective A,** calls for promoting land use patterns that increase energy efficiency in buildings and transportation systems by making energy efficiency a critical element when developing new zoning regulations and modifying old regulations and the comprehensive map. This objective applies to the following long-range planning efforts: (1) Downtown, regional and neighborhood commercial service centers and central industrial areas with a balance of complementary retail and employment activities. Locate them near major arterials and transit lines; (2) Medium and high-density residential zones in and adjacent to the downtown core. Develop other general commercial centers and medium-density residential zones adjacent to neighborhood service centers; (3) Housing adjacent to employment areas; (4) Planned unit developments to include mixed uses; (5) Zero lot

line/common wall construction in designated low and medium density residential zones (6) Buildable "substandard" lots; (7) Secondary rental units in single-family, owner-occupied homes. The amendments support this objective in several ways. 1) they focus and reinforce commercial activities in town center and main street areas through use of appropriate zones; 2) they focus medium density multi dwelling residential zones (R1) in locations adjacent to the commercial centers of Lombard Street and St. Johns; 3) The maintain housing potential in the area, which is relatively close to employment centers at Rivergate and Swan Island; 4) they allow for and foster mixed use development in a variety of situations; 5) they provide opportunity for common wall construction of row houses and multi dwelling units in several areas (R 2.5, R2, R1 zones); 6) they apply special provisions to reduce minimum density in the R12 zone to provide flexibility in the development of substandard lots (less than 10,000 square feet); and 7) they do not affect the ability for secondary rental units in single dwelling zones.

188. **Objective B**, calls for promoting density, location, and mix of land uses that decrease the length of required daily trips and encourage the consolidation of related trips. The amendments support this objective because they promote a transit oriented development pattern with residential commercial and employment uses centered around designated Metro 2040 town center and main street areas..
189. **Objective C**, calls for promoting medium to high density residential near proposed transit stations and medium density residential development along major transit routes. The amendments support this objective because they provide for medium density multi dwelling residential development along and near the Lombard main street and in and near the St. Johns town center, which are areas that are well served by transit and feature major transit routes as identified in the Portland Transportation System Plan.
190. **Policy 7.6, Energy Efficient Transportation**, calls for providing opportunities for non-auto transportation and for reducing gasoline and diesel use by increasing fuel efficiency. The amendments support this policy because they provide for a transit-supportive development pattern that will provide opportunities for using transit, walking, and bicycling to destinations for those living, visiting, and doing business in and around the plan area.
191. **Goal 8, Environment**, calls for maintenance and improvement of the quality of Portland's air, water, and land resources, as well as protection of neighborhoods and business centers from noise pollution. The amendments are consistent with this goal because they make efficient use of land resources, through intensifying development opportunity in area that are currently urbanized and served by public facilities.
192. **Policy 8.4, Ride Sharing, Bicycling, Walking, and Transit**, calls for promoting the use of alternative modes of transportation such as ridesharing, bicycling, walking, and transit throughout the metropolitan area. The amendments support this policy because they promote a development pattern that will enhance opportunities to reach destinations by walking, bicycling or by transit. Commercial and civic uses will be focused in key areas

that are more easily served by transit and accessed by a number of people, and are relatively central to population bases in the greater area.

193. **Policy 8.9, Open Space**, calls for protection of Portland Parks, cemeteries and golf courses through an Open Space designation on the *Comprehensive Plan Map*. The amendments support this policy as the *Plan* re-designates 27 acres of publicly-owned riverfront property from an employment land use designation to the Open Space land use designation. This area, known as Willamette Cove, was purchased by Metro as public open space and is to be turned over to the City of Portland for redevelopment as a passive recreational facility.
194. **Policy 8.11, Special Areas**, calls for recognition of the unique land qualities and adoption of specific planning objectives for special areas. The amendments support this policy because the *St. Johns/Lombard Plan* includes policies and action items that recognize the special features and topography of the plan area that are intended to address these factors as a more compact urban form is created over time. Special emphasis is given to the Cathedral Park and Willamette riverfront due to the topographic and natural resource features present in these two areas.
195. **Objective H: Willamette River Greenway**, calls for protecting and preserving the natural and economic qualities of lands along the Willamette River through implementation of the city's Willamette River Greenway Plan. The amendments support this objective as the *St. Johns/Lombard Plan* contains policies and action items addressing expansion of the Willamette Greenway buffer along the St. Johns waterfront, and the enhancement of this area to include recreation trails, public gathering spaces, and enhanced habitat areas. Additionally, the plan will result in the re-designation of 28 acres of publicly-owned riverfront forestland to the Open Space land use designation. Twenty seven acres of this area will be enhanced for public recreation and habitat purposes.
196. **Policy 8.14, Natural Resources**, calls for conservation of significant natural and scenic resource sites and values through a combination of programs which involve zoning and other land use controls, purchase, preservation, intergovernmental coordination, conservation, and mitigation. The policy also calls for balancing the conservation of significant natural resources with the need for other urban uses and activities through the evaluation of economic, social, environmental, and energy consequences of such actions. The amendments support this policy because the plan preserves the scenic and greenway overlay zones that currently provide protection to the plan area, and proposes future expansion of the greenway protection measure affecting the St. Johns waterfront.
197. **Objective H: Bike and Pedestrian Routes**, calls for enhancing the value and beauty of Portland's bicycle and pedestrian routes by locating them to take advantage of significant viewpoints, scenic sites, and scenic corridors. The amendments support this objective because the plan contains policies and action items calling for expansion of the Willamette Greenway Trail, for pedestrian and bicycle use, along the St. Johns waterfront as redevelopment of this area occurs. This expansion would occur along the riverfront and connect to existing and proposed sections of trail along the north shore of the Willamette.

These new segments of the trail will benefit from views of the river, St. Johns Bridge, and the West Hills/Forest Park area.

198. **Objective J: Consideration of Scenic Resources in Planning Process**, calls for ensuring that master plans and other planning efforts include preservation and enhancement of significant scenic resources. The amendments support this objective because the plan preserves the scenic overlay zones that currently provide protection to the plan area.
199. **Policy 8.15, Wetlands/Riparian/Water Bodies Protection**, calls for conservation of wetlands, riparian areas, and water bodies that have significant functions and values related to flood protection, sediment and erosion control, water quality, groundwater recharge and discharge, education, vegetation, and fish and wildlife habitat. The policy also calls for regulation of development within significant water bodies, riparian areas, and wetlands to retain their important functions and values. The *St. Johns/Lombard Plan* supports this policy because the plan contains policies and actions that will allow and foster the future redevelopment of the Willamette riverfront with the inclusion of a greenway buffer extending 100 feet or more from the top-of-bank to allow public access and habitat restoration and enhancement projects. Public access to this area would be for recreational purposes, yet access routes within or near areas under restoration and enhancement activities could also be used for educational purposes. Restoration and enhancement activities would be designed to address upland habitat and erosion control concerns and protection of the Willamette River and its associated local resource values.
200. **Objective A: Wetland/Water Body Buffer**, calls for conserving significant riparian, wetland, and water body natural resources through the designation and protection of transition areas between the resource and other urban development and activities, and restricting non-water dependent or non-water related development within the riparian area. As noted above, the *St. Johns/Lombard Plan* supports this objective because it contains policies and actions calling for the redevelopment of the Willamette riverfront with the inclusion of a greenway buffer extending 100 feet or more from the top-of-bank to allow public access and habitat restoration and enhancement projects. The buffer area would ensure that significant development be set back from the river's edge and that the buffer be developed as a transition zone where elements of the built and natural environment merge. This buffer area would contain pedestrian and bicycle trails, view points and stormwater management facilities, as well as extensive plantings of native vegetation common to riverbanks and upland areas along the riverside. This landscaped buffer will help establish a smooth transition between the river and the built environment, will function as habitat and a riverfront corridor for wildlife, will provide stormwater and erosion control, and will add aesthetic and recreation value benefiting recreational use within the buffer and private development located adjacent and within close proximity to the buffer.
201. **Policy 8.16, Uplands Protection**, calls for conservation of significant upland areas and values related to wildlife, aesthetics and visual appearance, views and sites, slope protection, and groundwater recharge. The policy also calls for encouraging increased

vegetation, additional wildlife habitat areas, and expansion and enhancement of undeveloped spaces in a manner beneficial to the city and compatible with the character of surrounding urban development.

The amendments support this policy because they will result in future enhancement activities along the Willamette riverfront that include the future expansion of the Willamette Greenway buffer along the river to at least 100 feet, as well as buffer enhancement activities that include public view points, recreation trails, and vegetation and wildlife habitat enhancement projects to restore functional value to the riverside. The plan also will result in the re-designation of 28 acres of publicly-owned riverfront land to an Open Space designation that will be enhanced in the future as a passive recreational facility including public trails within riverfront forested area. The enhancement of this parkland and the greenway buffer will help to buffer the built environment from the river and its associated resource areas and will provide a transition area where elements of the built and natural environment merge. Both the natural and built environments benefit from these activities, as natural functions such as erosion and stormwater control, and wildlife habitat and corridors, would be restored along the river's edge. These areas would also benefit adjacent development as such areas provide aesthetic value as well as recreational value for residents and visitors to the area.

202. **Policy 8.17, Wildlife**, calls for conservation of significant areas and encouragement of the creation of new areas that increase the variety and quantity of fish and wildlife throughout the urban area in a manner compatible with other urban development and activities. The amendments support this policy because the plan will result in the re-designation of 28 acres of publicly-owned land to open space that will eventually be developed as a passive recreational facility. Redevelopment activities will also include significant habitat restoration and resource stewardship efforts. Additionally, the plan proposes future expansion of the Willamette Greenway buffer to include enhancement areas of wildlife habitat and the restoration of other functional resource values.
203. **Objective C: City Parks**, calls for protecting existing habitat and, where appropriate, incorporating new fish and wildlife habitat elements into park plans and landscaping. As noted above, the amendments support this objective because 28 acres of publicly-owned and forested land will be designated as open space, potentially become a future city park, and will be enhanced for wildlife and recreational purposes. Additionally this area and the proposed expanded greenway buffer will experience significant landscape enhancement activities in an effort to restore wildlife habitat for terrestrial and aquatic species associated with the riverside and near-shore environment.
204. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal because the planning process included extensive opportunities for citizen involvement. Some citizen involvement and outreach activities are listed below. Also see State Goal 1 of this document, and the *Recommended St. Johns/Lombard Plan* Appendix A.

- a) The *St. Johns/Lombard Plan* process included an extensive public outreach program beginning October 2001 and continuing through the first public hearings with the Portland Design Commission and Portland Planning Commission in September 2003.
- b) During spring and summer 2001, the Bureau of Planning met several times with an outreach group as a preamble to plan kick off. Accomplishments of the outreach group include:
 - Informing the plan staff about the community;
 - Introduction of the plan to neighbors, businesses, churches, community organizations;
 - Contributions to newspaper/newsletter coverage, including *The Oregonian* article;
 - Presence at community events - Dia de San Juan, Festival Latino, Back to School Readiness Fair;
 - Development and distribution of pamphlet and poster; and
 - Creation of contact lists – minority groups, small businesses, community groups.
- c) In Fall 2001, a postcard invitation was mailed to over 11,000 addresses in the 97203 zip code announcing the St. Johns/Lombard Plan process and inviting the public to attend a kick-off open house event in October 2001.
- d) On October 18, 2001, over 100 community members attended a kick off open house for the *St. Johns/Lombard Plan* where they responded to questions about transportation, the built environment, and natural and recreational areas. Community priorities and desires were recorded to assist in the initial shaping of the plan and its goals and vision. A summary of open house comments was mailed to participants of this open house.
- e) A 12-member citizens working group (CWG) composed of representatives from local neighborhood and business associations and at-large members was formed early in 2002 and held their first meeting in March of that same year. The group served as an advisory body, not a decision-making body, to consider the diverse interests of the community and represent a range of perspectives on planning issues. The CWG met 20 times prior to the Planning Commission public hearing. Their feedback was important in the development of the plan.
- f) A community vision workshop attended by over 75 community members was held in April 2002 where participants were asked to respond to a series of preliminary vision ideas addressing community identity and livability, transportation, commercial areas, housing, riverfront and river view areas, industrial uses, natural and recreational areas, and social and community services. The project team and CWG used input received at this workshop as the basis for plan's vision statement.

- g) A series of four neighborhood walks were conducted in spring 2002, each held in different parts of the plan area: Lombard Street East; Lombard Street Central; Downtown St. Johns; and Cathedral Park/Riverfront. Roughly 100 people participated in these walks. Participants identified issues and concerns, and shared observations and ideas about the areas that were recorded in text and sketch form.
- h) A follow up workshop for the neighborhood walks was held in June 2002. Information about, and a summary of, the walks was presented. Fifty-one people attended this event.
- i) A technical advisory group (TAG) began meeting in the fall of 2002 through the summer of 2003. The TAG, composed of staff of city, regional, and state agencies, met regularly to provide input on regulatory and public service issues affecting or affect by the plan. The TAG also assisted in evaluating the technical aspects of the plan to determine the feasibility of plan proposals. The information and feedback provided by this group was shared at community meetings and to the CWG, and was important in the shaping of the plan and it's implementation strategy.
- j) Several focus group forums were conducted with the Latino and Hmong communities in August and September of 2002. The forums provided a unique opportunity to establish a relationship with these two communities, which have a strong presence on the North Portland Peninsula. Forums for each group were specially tailored to speak to these communities in a manner that could best engage participants. For the Latino forums, socio-dramas were used as a tool, while a more traditional workshop format was used with the Hmong community. At all forums, translators where relied upon to share information between participants and project staff, and Spanish -peaking staff attended the Latino forums. Additionally, project information in the native language of participants was made available at these forums. These forums provided groups and individuals that may find it difficult to participate in more main stream public processes (due to language barriers, etc.) an opportunity to share concerns and input about land use, transportation, housing, schools, employment, recreation, and other community concerns addressed by the planning process.
- k) In October 2002 a newsletter was sent to residents and property owners within the plan area. This newsletter provided general information regarding the plan, and update on recent events, project contacts, and announced a series of upcoming public urban design workshops.
- l) Two urban design workshops/public meetings were held in the fall of 2002 where community members shared ideas about future development concepts for the St. Johns/Lombard plan area. At these workshops, participants shared preferences regarding land use, intensity of development, and key transportation needs in the plan area. These workshops resulted in the development of the St. Johns/Lombard Plan Urban Design Concept (later referred to as the Urban Development Concept) that was further refined by project staff and consultants with the assistance of the CWG and TAG.

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- m) Open house meetings for the business community were held on February 20, 2003 and February 21, 2003, to provide information about the plan process, existing conditions, and development of plan elements. Notice of these meetings was mailed to local business association mailing lists and to select businesses in the plan area identified on City of Portland mailing lists from the Bureau of Licenses and Bureau of Planning.
 - n) In April 2003 a second newsletter was mailed to interested parties (plan mail list, and property owners in the plan area). This newsletter provided an update on the planning process and included an announcement of an open house on May 17, 2003 that included draft plan concepts.
 - o) In May 2003 an open house was held to allow the public to review the draft plan concepts, the refined urban design concept, proposed transportation improvements, and proposed Comprehensive Plan Map amendments, zoning proposals and other key elements of the plan. Input from this open house was reviewed by project staff and the CWG, and was used to modify elements of the plan before it was released as the *Proposed St. Johns/Lombard Plan* for public review and Planning Commission consideration.
 - p) During the development of the *Plan*, project staff attended meetings of the Cathedral Park, St. Johns, Portsmouth, and University Park Neighborhood Associations; the St. Johns Boosters; North Portland Business Association; St. Johns Heritage Association; Peninsula Optimists Club; Kiwanis Club; Rotary Club of North Portland; and meetings with other groups and organizations including meetings with seniors and school children living in the plan area. A list of outreach activity is included in the plan as Appendix A.
 - q) The St. Johns/Lombard planning process was the focus of articles in The Oregonian, The Portland Tribune, and was covered by local newspapers including The Review, The Portland Observer, In & About St Johns, and The Portsmouth Press.
205. **Policy 9.1, Citizen Involvement Coordination**, calls for encouraging citizen involvement in land use planning projects through coordination with community organizations, availability of planning reports and notice of public hearings. The amendments support this policy because the plan was developed with feedback and input from representatives of local neighborhood associations and business associations. Other community organizations were informed of the process and given plan updates; participation from these groups and individuals was also solicited. A list of organizations contacted is listed in Appendix A of the *Recommended St. Johns/Lombard Plan*.
206. **Policy 9.3, Comprehensive Plan Amendment**, calls for allowing for the review and amendment of the adopted *Comprehensive Plan* which ensures citizen involvement opportunities for the city's residents, businesses and organizations. The amendments support this policy because they are a review and amendment to the *Comprehensive Plan* that was conducted with input and feedback from local neighborhood and business associations and other groups and individuals.

207. **Goal 10, Plan Review and Administration**, requires that Portland's *Comprehensive Plan* undergo a periodic review. The amendments support this policy because they are a review and amendment to the *Comprehensive Plan*. The proposed amendments have been sent to the Department of Land Conservation and Development for review.
208. **Policy 10.2, Comprehensive Plan Map Review**, calls for implementing a community and neighborhood planning process for review and update of the *Comprehensive Plan Map*. The amendments support this policy because they are a review and amendment to the *Comprehensive Plan*, at the area and neighborhood plan level.
209. **Policy 10.4, Comprehensive Plan Map**, calls for the *Comprehensive Plan Map* to be the official long-range planning guide for uses and development in the city. The amendments support this policy because they are amendments to the *Comprehensive Plan Map* which guides uses and development within the city and is implemented by the Portland Zoning Code and Zoning Map.
210. **Policy 10.5, Corresponding Zones and Less Intense Zones**, requires that base zones either correspond to the *Comprehensive Plan Map* designation or be a zone less intense than the corresponding zone. The amendments support this policy because in most cases the applied base zones correspond to the *Comprehensive Plan Map* designation. In some circumstances, the zoning is less intense than the corresponding *Comprehensive Plan Map* designation (EX plan designation and EG1 and EG2 zone).
211. **Policy 10.6, Amendments to the Comprehensive Plan Goals, Policies, and Implementing Measures**, requires that all proposed amendments to implementing ordinances be reviewed by the Planning Commission prior to action by the City Council. The amendments support this policy because the Planning Commission reviewed the proposed amendments and took public testimony at a public hearing on September 9, 2003. The Planning Commission held subsequent work sessions on October 14, 2003; November 25, 2003; December 9, 2003 and January 13, 2004. The Planning Commission finalized its recommendation to Portland City Council on January 13, 2004, which have been forwarded to City Council for a public hearing on March 17, 2004.
212. **Policy 10.7, Amendments to the Comprehensive Plan Map**, requires that amendments be supportive of the overall *Comprehensive Plan* and Map, be consistent with the Statewide Planning Goals, and be consistent with any adopted applicable area plans. When the amendment is from a residential, or urban commercial, to another non-residential designation the policy requires that there be no net loss of housing units. The amendments support this policy because the amendments do not include a net loss of housing as a result of amendment from a residential, or urban commercial, to another non-residential designation.
213. **Policy 10.10, Amendments to the Zoning and Subdivision Regulations**, requires amendments to the zoning and subdivision regulations to be clear, concise, and applicable to the broad range of development situations faced by a growing, urban city. The amendments support this policy because they offer clear and concise standards and

direction for development. The amendments include *zoning code* amendments that create a plan district for the St. Johns town center area, the purpose of which is to foster urban development in a way that is more tailored for the unique circumstances in St. Johns.

214. **Objective A**, calls for promoting good planning by: effectively and efficiently implementing the *Comprehensive Plan*; addressing present and future land use problems; balancing the benefits of regulations against the costs of implementation and compliance; and assuring that Portland remains competitive with other jurisdictions as a location in which to live, invest, and do business. The amendments support this objective because they: analyzed future land use needs and issues to provide for housing and commercial needs in this part of Portland; apply appropriate *Comprehensive Plan* map designations to foster a future land use pattern that provides for a balance of housing, commercial, and employment opportunities; and implement the *Comprehensive Plan* through changes to the zoning map and zoning code regulations.
215. **Objective B**, calls for assuring good administration of land use regulations by: keeping regulations simple; using clear and objective standards where ever possible; maintaining consistent procedures and limiting their number; establishing specific approval criteria for all land use reviews; emphasizing administrative procedures for land use reviews; and avoiding overlapping reviews. The amendments support this objective because they use base zone development standards and regulations for most situations, and only apply special provisions of the Zoning Code (plan district, main street overlay, design overlay, etc.) where needed to achieve special objectives not accomplished through base zone regulations.
216. **Policy 10.13, Design Review**, calls for development of recommendations for City Council consideration for additional areas where design review would be appropriate and preparation of design review standards for both existing and proposed areas. The amendments support this policy because they recommend application of the design overlay zone in the St. Johns town center area to help foster better design, quality, and fit of development in this mixed-use area. The amendments offer both a standards approach and a design review approach to application of this overlay zone. The amendments also call for application of specific design standards on R1-zoned properties adjacent to the Lombard main street to enhance the R1 development relationship to the public realm and to existing lower intensity development.
217. **Goal 11 A, Public Facilities, General**, calls for provision of a timely, orderly and efficient arrangement of public facilities and services that support existing and planned land use patterns and densities. The amendments are consistent with this goal because the planned land use pattern and density is generally consistent with the existing planned density in the plan area. Service bureaus indicate that most public facilities are adequate to meet current demand, and that additional facilities are or can be made available to accommodate the anticipated level of development.
218. **Policy 11.2, Orderly Land Development**, calls for urban development to occur only where urban public facilities and services exist or can be reasonably made available. The

amendments support this policy because they focus transit-oriented and supportive development in the Metro 2040 designated St. Johns town center and Lombard main street areas, where urban public facilities and services currently exist.

219. **Policy 11.3, Orderly Service Extension**, calls for improvement and expansion of urban public facilities or services to not stimulate development that significantly precedes the ability to provide all other necessary urban public facilities and services at uniform levels. The amendments support this policy because they do not propose public facilities and services at levels likely to stimulate development that may create a disproportionate demand for other public facilities and services.
220. **Policy 11.4, Capital Efficiency**, calls for supporting maximum use of existing public facilities and services by encouraging higher density development and development of vacant land within already developed areas. The amendments support this policy because they focus development at higher densities along the Lombard main street corridor and within the St. Johns town center area, which are already developed. Special provisions in the amendments provide additional incentives for development of key vacant and underutilized sites.
221. **Goal 11 B, Public Rights-of-Way**, calls for preservation of the quality of Portland's land transportation system, protection of the City's capital investment in public rights-of-way, and implementation of street improvements in accordance with identified needs and balanced resource allocation. The amendments are consistent with this goal because the improvements recommended have gone through an extensive plan development process that looked at all transportation needs in the study area, and because plan objectives included providing for a balanced transportation system that efficiently allocates transportation resources.
222. **Policy 11.9, Transit Corridors**, calls for assigning priority to improvements that promote more effective public transportation for those streets functioning as transit corridors. The amendments support this policy because they focus transportation improvements along identified transit corridors, and support transit investment along these corridors by fostering a transit-supportive land development pattern along and near key transit corridors.
223. **Policy 11.10, Street Improvements**, calls for allowing improvements to public rights-of-way only if consistent with the street classifications in the Arterial Streets Classifications and Policies. The amendments support this policy because all street improvements recommended are consistent with their classifications in the Arterial Streets Classifications and Policies.
224. **Policy 11.11, Local Service Street Improvements**, calls for constructing of local service streets in accordance with existing and planned neighborhood land use patterns and accepted engineering standards, including the provision of sidewalks on most streets. The amendments support this policy because the master street plan proposes new local streets

that are consistent with the historical street network and will be designed according to existing City design guidelines.

225. **Policy 11.12, Transit Improvements**, calls for constructing or modifying transit streets to promote more efficient and effective public transportation and to improve pedestrian access to transit. The amendments support this policy because the plan contains recommendations that support safe pedestrian to transit service and improvements to service that directly support efficient and effective transit service to the plan area.
226. **Policy 11.13, Bicycle Improvements**, calls for providing bikeway facilities appropriate to the street classifications, traffic volume, and speed in the design and construction of all new or reconstructed streets. The amendments support this policy because the plan includes recommendation for bicycle facilities along the Lombard corridor, consistent with its designation as a City Bikeway and designed consistent with guidelines contained in the Bicycle Master Plan.
227. **Policy 11.15, Pedestrian Improvements on Arterials**, calls for providing for safe pedestrian movement along all new or reconstructed streets classified as Neighborhood Collectors or above and developing additional pedestrian walkways where needed. The amendments support this policy because the plan recommends improvements to pedestrian crossing safety on Lombard St, a designated City Walkway and within the St Johns town center, a designated Pedestrian District. Otherwise, all arterial streets within the plan area are currently improved with sidewalks.
228. **Goal 11 C, Sanitary and Stormwater Facilities**, calls for an efficient, adequate, and self-supporting wastewater collection treatment and disposal system which will meet the needs of the public and comply with federal, state and local clean water requirements. The amendments are consistent with this goal. The amendments call for exploring innovative treatment of stormwater facilities for selected rights of way to provide a more sustainable storm water management system. Wastewater systems are in place, and are either currently adequate or can be made adequate to accommodate future development.
229. **Goal 11 E, Water Service**, calls for an efficient, adequate, and self-sustaining water supply and delivery system that will meet the future needs of the community. The amendments are consistent with this goal. Water supply systems are in place, and are either currently adequate or can be made adequate to accommodate future development.
230. **Goal 11 F, Parks and Recreation**, calls for maximizing the quality, safety, and usability of parklands and facilities through the efficient maintenance and operation of park improvements, preservation of parks and open space, and equitable allocation of active and passive recreation opportunities for the citizens of Portland. The amendments of the *St. Johns/Lombard Plan* are consistent with this goal because existing parks and designated open space areas are preserved within the plan area. Additionally, the plan proposes to re-designate 28 acres of publicly-owned land employment land to an Open Space designation. This property, Willamette Cove, was purchased by Metro via an open space bond measure and is proposed to be turned over to Portland Parks and Recreation

for development as a passive recreation facility including riparian and upland habitat areas. The *St. Johns/Lombard Plan* also proposes future enhancement of the public center plaza area located within downtown St. Johns. The plan also includes actions considering the long-term use or redevelopment of the St. Johns Racquet Center, possible development of a new aquatic center near St. Johns, and Willamette greenway buffer enhancements including public open space areas and an expanded pedestrian and bicycle trail.

231. **Goal 11 G, Fire**, calls for the development and maintenance of facilities that adequately respond to the fire protection needs of Portland. The amendments are consistent with this goal. The Fire bureau has indicated that systems are in place, and either currently adequate or can be made adequate to accommodate future development. Two stations in the area provide prompt response time. Response times to potential development near the Willamette River, between the Bradford street railroad line and the river, will be affected when trains are present.
232. **Policy 11.53, Service Level**, calls for providing a uniform level of fire protection throughout the city through a combination of both prevention and suppression activities. The amendments support this policy. Two stations in the area provide prompt response time. Response times to potential development near the Willamette River, between the Bradford street railroad line and the river, will be affected when trains are present.
233. **Goal 11 H, Police**, calls for the development and maintenance of facilities that allow police personnel to respond to public safety needs as quickly and efficiently as possible. The amendments are consistent with this goal, as they do not call for a change to police service in the area. The Portland Police Bureau operates the North Precinct at the historic former St. Johns City Hall building, 7214 N. Philadelphia Avenue.
234. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments are consistent with this goal because they call for special features to address and enhance the quality and design of new development, and propose actions to address and preserve key historic buildings, elements, and features in the community.
235. **Policy 12.1, Portland's Character**, calls for enhancing and extending Portland's attractive identity by building on design elements, features and themes identified within the city. The amendments support this policy because they include application of the design overlay zone for the St. Johns town center area. The amendments include specific "desired characteristics and traditions" statements that describe the unique character of the area, and an amendment of the *Community Design Guidelines* to specify how Guideline P1 may be accomplished in St. Johns. Further, *Comprehensive Plan* map designations and zoning map designations have been applied to foster a development pattern that respects and builds upon unique attributes of this area and the desired future development pattern.

236. **Policy 12.2, Enhancing Variety**, calls for promoting the development of areas of special identity and urban character. The amendments support this policy because they include application of the design overlay zone and other features to enhance the unique identity and character of this area. See Policy 12.1 finding.
237. **Policy 12.3, Historic Preservation**, calls for enhancing the City's identity through the protection of Portland's significant historic resources. The amendments support this policy because they apply the design overlay zone and call for enhancement of the unique and historic features of the St. Johns area. Action items HI 1, HI 2, HI 3, HI 4, HI 5, HI 6 and HI 7 call for specific actions to preserve and enhance historic features and aspects of the St. Johns and Lombard street areas.
238. **Policy 12.4, Provide for Pedestrians**, calls for providing a pleasant, rich and diverse experience for pedestrians which includes comfortable, safe and attractive pathways. The amendments support this policy because they propose specific streetscape enhancements to improve the pedestrian realm. Further, application of base zones to promote pedestrian oriented development has been recommended in key areas to enhance the attractiveness of the pedestrian environment. In addition, the design overlay has been applied in some areas to further address design of development and its relationship to the public realm and pedestrian environment. The master street plan offers further guidance for the development of a safe and attractive pedestrian environment in the St. Johns town center area.
239. **Policy 12.5, Promote the Arts**, calls for humanizing the City through promotion of the arts and excellence in design. The amendments support this policy because they call for coordination with the Regional Arts Council for the siting of major artwork in St. Johns (Action HI 8). Further, they call for application of the design overlay zone, which will improve the design and quality of development in the St. Johns town center area.
240. **Objective C**, calls for emphasizing important places, transitions and gateways within Portland by celebrating them with works of art; and using art to add interest to the experience of the City's citizens and to accent locations such as transit stations, sidewalks, streets, parks and building lobbies that are visited by many people. The amendments support this objective because they identify, on the Urban Development Concept map, key locations that function as gateways and focal points within the community, and identify them as places that are appropriate for location of public art.
241. **Policy 12.6, Preserve Neighborhoods**, calls for preserving and supporting the qualities of individual neighborhoods that help to make them attractive places. The amendments support this policy in several ways. The amendments propose no change to the area outside the plan area, preserving the stability of established residential areas and smaller commercial nodes. They focus areas of change and growth into identified town center and main street areas and apply *Comprehensive Plan* map and base zone designations to promote future development that is appropriate for these locations and supportive of regional and city policies for development of centers. The amendments also feature appropriate height and bulk transitions to lower intensity single dwelling neighborhoods to

support neighborhood quality, attractiveness, and stability. In higher density areas within the St. Johns town center, the design overlay is applied to better address the compatibility and fit of new infill development in the portion of a neighborhood within the town center. Further, the amendments propose design standards for R1 multi dwelling residential zones to promote better treatment and interface with the public realm and a better transition to existing single dwelling areas along the Lombard main street.

242. **Objective B**, calls for respecting the fabric of established neighborhoods when undertaking infill development projects. The amendments support this objective because they apply *Comprehensive Plan* map and zoning designations that are not out of scale and character with the existing pattern of *Comprehensive Plan* map designations, zoning designations or areas of existing development. Further, the amendments call for application of the design overlay zone or design standards to address the compatibility and fit of new infill development.
243. **Objective C**, calls for, while accommodating increased density, building on the attractive qualities that distinguish the area; and adding new building types to established area with care and respect for the context that past generations of builders have provided. The amendments support this objective because they call for application of design overlay zone or special design standards for higher density development, along with special amendments to the Community Design Guidelines that highlight and address the unique features, traditions and characteristics of the St. Johns area.
244. **Policy 12.7, Design Quality**, calls for enhancing Portland's appearance and character through development of public and private projects that are models of innovation and leadership in the design of the built environment. The amendments support this policy because they call for possible public participation in key development areas (actions ED8 to ED12), as well as innovative design for development of certain streets to promote water quality and other desired design features.
245. **Objective B**, calls for continuing the design review process to ensure public review of public and private development proposals at locations linked with Portland's character, setting, history, identity, and image; and considering the details of development projects as well as the impacts of the project as a whole. The amendments support this objective because they propose the design overlay zone for a large area with the St. Johns town center.
246. **Objective D**, calls for considering the application of the design review requirement to parts of Portland expected to experience significant change. The amendments support this objective because they call for application of the design overlay zone in the St. Johns town center, an area that is expected to experience a greater degree of change than other areas over time.
247. **Objective F**, calls for establishing development standards that foster compatible design solutions in areas not subject to design review; and identifying and establishing standards aimed at improving how development projects fit into the community. The amendments

support this objective because in addition to base zone standards they feature special design standards to foster improved fit and compatibility of infill development in the R1 zone near the Lombard main street, an area where the design overlay is not applied.

248. **Policy 12.8, Community Planning**, calls for considering urban design issues as part of area plans. The amendments support this policy because they address and consider urban design as part of the *St. Johns/Lombard Plan*. The Urban Development Concept sets the development and urban design framework for the St. Johns and Lombard area. Policy 1 addresses Land Use and Placemaking, and includes action items that call for application of the design overlay zone and other urban design features. Policy 2, History and Identity and Policy 3, Transportation, also include action items that address urban design issues and features.
249. **Objective A**, calls for considering as part of the development of community plans the following urban design issues: the need for new design zones; the protection of significant historical resources; the location of major and minor points of transition, gateways and focal points; the protection and enhancement of scenic resources; the location of existing public attractions; good locations for possible new attractions; the locations of trails, pedestrian paths and bicycle routes and paths; the location of existing open spaces; and the need for new public open spaces. The amendments support this objective. They apply the design overlay and scenic overlay zone to specific zones in the plan area; provide direction for historic resource protection; identify points of transition, gateways, focal points and attractions; identify the locations of trails, pedestrian paths and bicycle routes and paths; identify the location of existing open spaces; and designate new public open spaces through the *Comprehensive Plan* map and zoning map.
250. **Objective B**, calls for using urban design considerations to guide the evolution of the character of these areas, and as each new community plan is created, giving consideration to how it links to and coordinates with urban design elements of adjacent areas. The amendments support this objective because the amendments to the *Community Design Guidelines* feature desired characteristics and traditions that consider the existing and desired future character of the area, and provide for transitions that address linkages with adjacent areas.
251. **Objective D**, calls for including in new community plans conceptual proposals for future development projects that stimulate the imagination and help identify the community plan's development objectives. The amendments support this objective because they feature conceptual proposals including site plans, elevations, and other drawings of developments and streetscapes that may provide guidance or ideas for future development proposals. These conceptual proposals are included in the plan document and specific appendices: *Land Use Evaluation Report* and *Urban Development Concept Report* and *Neighborhood Walks Summary*.
252. **Objective E**, calls for using the creation of new design districts and zoning standards to reduce the likelihood of conflicts between new and existing developments, and addressing problems that emerge when new infill development is at greater density than existing

development. The amendments support this objective because they use the design overlay zone and special standards for R1 zones (Chapter 33.460) to improve the compatibility and fit of new development and reduce the likelihood of conflicts between new and existing development.

253. **Objective G**, calls for using the community and neighborhood planning processes to help establish, enhance and preserve the area's character and identity and to foster the evaluation and protection of significant historic resources. The amendments support this objective. The *Community Design Guidelines* feature desired characteristics and traditions statements that consider the existing and desired future character of the area, to enhance the identity of the area by building upon the unique qualities of the area and fostering quality development in the future. Further, the amendments call for further evaluation and possible protection of significant historic resources (Actions HI 1 to HI 5).

Portsmouth Neighborhood Plan Findings

230. **Policy 1: Portsmouth Identity:** Build a strong neighborhood identity that fosters a sense of pride and community among Portsmouth residents. Celebrate, and strive to maintain, the cultural and ethnic diversity of the neighborhood. Strengthen the sense of neighborhood history in the Portsmouth neighborhood. The amendments support this policy as they propose a land use pattern and implementing *Comprehensive Plan* map and zoning map designations, along with other actions including transportation improvements, designed to enhance the identity of the Lombard street area within Portsmouth as a identifiable place.
231. **Policy 4: Neighborhood Livability Policy B: Neighborhood Appearance:** Improve Portsmouth neighborhood's appearance by maintaining property, keeping the neighborhood clean, and planting more green and landscaped areas. Encourage new development to be compatible with the existing character of the neighborhood. The amendments support this policy as they propose a land use pattern and implementing *Comprehensive Plan* map and zoning map designations, along with other actions, designed to enhance the compatibility of new development. Special features include design standards for R1 zoned areas along Lombard to enhance the relationship with the public realm.
232. **Policy 6A: Business Growth and Development, Lombard Main Street:** Develop Lombard as a main street that provides neighborhood services and is a safe, pleasant environment for pedestrians and transit riders. Foster a pedestrian-oriented node along Lombard from Fiske to Portsmouth by protecting existing storefront commercial buildings and encouraging new pedestrian-oriented mixed-use, commercial, and residential developments. The amendments support this policy by applying the Urban Commercial *Comprehensive Plan* map designations in the area between Fiske and Portsmouth, along with corresponding zoning. In addition, the plan calls for improvements to the public realm to further enhance this area and enhance pedestrian safety and comfort.

233. **Policy 7: Transportation:** Create a safe environment in which to walk, cycle, ride public transit, and drive. Protect neighborhood livability and the viability of commercial areas when making transportation improvements. Strive to ensure accessibility throughout the neighborhood and encourage people to use nonmotorized modes of transportation. The amendments support this policy because they offer a balanced set of transportation improvements that provide for access by auto, bicycle, and pedestrian modes. Specific actions call for improvements to the pedestrian system to enhance the safety for pedestrians. They also call for applying a bike lane to a portion of Lombard where trade offs are minimal (i.e., no lane or parking removal).
234. **Policy 8: Housing:** Strengthen the residential base of the Portsmouth neighborhood by preserving viable existing housing and constructing new housing which is responsive to the needs of present and future generations of households. As property values rise, ensure that there continues to be affordable housing in the neighborhood. The amendments support this policy by proposing additional opportunity for new housing along and near the Lombard main street. Special provisions to foster mixed-use and residential development are applied to sites on Lombard in the Neighborhood Commercial zone. The R 2.5 zone replaces the R5 zone adjacent to Lombard, providing additional housing opportunity. Special design standards are applied to the R1 zone along Lombard to enhance compatibility and development's relationship to the public realm.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: June 24, 2004

Agenda Item #: UC-1

Est. Start Time: 9:30 AM

Date Submitted: 06/17/04

Requested Date: June 24, 2004

Time Requested: 5 minutes

Department: Non-Departmental

Division: Commission on Children,
Families and Community

Contact/s: Angela Garcia & Wendy Lebow

Phone: (503) 988-4008 (Angela) (503) 988-6981 (Wendy) **I/O Address:** 166/6

Presenters: Angela Garcia, Marlee Blaire, and Cindy Thompson

Agenda Title: Notice of Intent to Apply for Verizon Wireless, West Area Hopeline Grant

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

We are asking for the Board to review and approve our intent to apply for funds from the Verizon Wireless, West Area Hopeline Grant.

This grant will allow the Community Safety Net to provide coordinated Child Abuse Prevention events and community education for the month of April 2005.

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

Need: In Multnomah County, 1,591 children were confirmed victims of child abuse in 2003, up from 1,383 in 2002. We have seen a slow-steady increase in the number of children who are KNOWN victims of child abuse. This says nothing of the children who are at-risk or silently enduring abuse/neglect that has not been reported. The Community Safety Net reaches out to those whose families in which the parents have serious challenges in caring for their children or youth. We know that most families are doing the best they can. We also know that with education, support and other appropriate

resources, families make healthy choices. This work will support public education and outreach regarding child abuse, including explaining what it is, ideas on prevention, and tips on asking for help.

Program Description: In April 2004, the local Community Safety Net, with many community partners, organized a child abuse prevention rally at the downtown Pioneer Courthouse Square. The event was fairly successful, though pulled together on short notice and with few resources. We had a host of guest speakers, a clothes-line demonstration remembering the 21 children who died in Oregon in 2002 and a blue ribbon campaign. Using Portland General Electric donated staff, blue ribbons were placed in the tree outside the downtown library, for each of the children abused or neglected in Multnomah County in one year.

In 2005, we will expand on the activities and to partner with the Children's Trust Fund of Oregon. The grant will provide resources for staffing and materials dissemination, including: 1) further publicize our events in advance, 2) increase the exposure of child abuse prevention information via local media, 3) disseminating more child abuse prevention information, 4) holding a candle-light vigil calling for "peace and safety" for all families and their children, 5) and organizing a public venue for our clothes-line project. These funds will allow us to reach more of the community and raise awareness of the seriousness of child abuse.

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

A \$7,000 grant is being requested. No matching funds are required.

If grant application/notice of intent, explain:

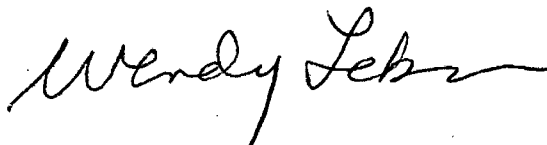
- ❖ **Who is the granting agency?** Verizon Wireless
- ❖ **Specify grant requirements and goals.** Funding project within three broad categories: 1) direct client services, 2) raising public awareness and 3) staff and volunteer raining.
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** All grants are one-year grants.
- ❖ **What are the estimated filing timelines?** Grant is due July 6, 2004.
- ❖ **If a grant, what period does the grant cover?** One year - December 2004 through December 2005.
- ❖ **When the grant expires, what are funding plans?** Our Community Safety Net budget is expected to increase; we will use some of these funds to continue the child abuse prevention campaign. We will also approach other private funders.
- ❖ **How will the county indirect and departmental overhead costs be covered?**
The project budget includes a county indirect rate of 10% to cover expenses.

4. Explain any legal and/or policy issues.

N/A

5. Explain any citizen and/or other government participation that has or will take place. The Community Safety Net is an advisory group made of citizens, agency staff, State DHS staff and parents. This group will have an active role in planning the Child Abuse Prevention Rally. The Children's Trust Fund of Oregon, a state-wide organization that works specifically in child abuse prevention, is a new partner on this project.

Required Signatures:



Department/Agency Director: _____ **Date:** 05/27/04

Budget Analyst



By: _____ **Date:** 06/17/04

Dept/Countywide HR

By: _____ **Date:**

Request for Proposal: 2004 Verizon Wireless—West Area HopeLineSM Grant

About Verizon Wireless

Verizon Wireless is the largest wireless communications provider in the U.S. with more than 36 million wireless voice and data customers. The Verizon Wireless network covers more than 90 percent of the U.S. population.

Geographical Qualifications, Proposal Deadlines and Award Dates

This RFP is for domestic violence agencies (either 501(c)(3) or government) located in Verizon Wireless's **West Area**, which is comprised of the twelve western states and El Paso, Texas. Proposal deadlines, and award notices, are based on geography and have been divided into two phases:

PHASE ONE	PHASE TWO
1. <u>Only</u> proposals from organizations based in one of the following jurisdictions will be considered: Arizona, Colorado, Hawaii, Washington, Los Angeles County (CA), Orange County (CA), San Francisco County (CA), Santa Clara County (CA)	1. <u>Only</u> proposals from organizations based in one of the following jurisdictions will be considered: California counties <u>not</u> listed in Phase One, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Wyoming, El Paso County (TX)
2. Proposal Deadline: Postmarked on or before March 19, 2004	2. Proposal Deadline Window: Postmarked between June 14, 2004 and July 6, 2004
3. Award Notice: on or before October 1, 2004	3. Award Notice: on or before December 17, 2004
4. Submit Proposal to: Georgia Taylor, Verizon Wireless, 3350 161 st Avenue SE, Bellevue, WA, 98008	

Mandatory Proposal Format

The proposal **must** have a cover sheet with: A) the organization's name and B) a contact name with their work phone number, mailing address and (if possible) email address. Following the cover sheet must be a "Description Section" that includes the following elements **in this order**: 1) a description proposing the amount of the grant and how the grant money would be used, 2) a brief organizational history, 3) a review of services provided, 4) a synopsis of the number of employees organized by type and status (e.g. "Our full-time staff includes: 3 counselors, 1 advocate and 1 executive director. Our part-time staff includes: 4 case workers and 2 therapists."), 5) a breakdown of **client** demographics, including age and ethnicity and 6) a simple budget in table format. **Proposals with a Description Section longer than 11 pages (double-spaced) will be rejected automatically.** Following must be a "Document Section" that **must** contain an original or photocopy of:

1. The IRS letter confirming the organization's 501(c)(3) status (not applicable to government entities)
2. The organization's most recent audited financial statement (government entities: submit applying unit's current budget)
3. A list of the organization's Board of Directors with each director's private sector title and company affiliation
4. A list of the organization's largest donors (public and private) in the previous calendar year

Funding Parameters

Funding will fall within three broad categories: 1) **direct client services**, 2) **raising public awareness** and 3) **staff and volunteer raining**. Grants will not be awarded for construction or building maintenance projects. Proposed budgets **can** include a line item for paying fixed costs (e.g. rent, property taxes, utilities, insurance, etc.) — but this line item **must not exceed 15% of the total proposed budget**. All grants are "one-year grants".

Background: Verizon Wireless--West Area HopeLine Grants

The **average** grant amount varies by state, but is usually about \$6,400 with the **median** size typically \$5,000.

Following are examples of programs/projects that have been funded by our grants in the past: creating and distributing Spanish language "fotonovellas" for immigrant farm workers; production and distribution of education materials for non-offending parents of abused children; establishing a GED library at a transitional living facility; defraying the cost of tutorial services for children at a transitional living facility; producing teen dating collateral for distribution at high schools; founding a respite program for parents at a shelter; producing elder abuse collateral for presentations at service club meetings; purchasing art supplies for child abuse counseling programs that use art as a form of therapy; producing resource manuals to help train new advocates; expanding capacity of a city-wide domestic violence hotline; purchasing

school uniforms for children at a shelter; expanding capacity of a batterer intervention program; and, establishing a college textbook purchasing program at a transitional living facility.

BOGSTAD Deborah L

From: NEBURKA Julie Z
Sent: Thursday, June 17, 2004 8:42 AM
To: ROBERTS Lonnie J; NAITO Lisa H; LINN Diane M; CRUZ Serena M; ROJO DE STEFFEY Maria
Cc: #AGENDA REVIEW TEAM; LEBOW Wendy C; BOGSTAD Deborah L; DARGAN Karyne A
Subject: FW: NOI for Verizon Grant
Importance: High

Hi all,

I would appreciate it very much if you would add the attached notice of intent to apply for a grant to your June 24th Board agenda via unanimous consent. In all of the hullabaloo surrounding the budget, I neglected to get this NOI to Deb.

The CCFC would like to apply for this \$7,000 grant which, if awarded, will allow the Community Safety Net to provide coordinated Child Abuse Prevention events and community education in April 2005.

Thanks for your attention to this item, and please give me a call if you have any questions or would like more information.

My apologies to all for this oversight!
Julie

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

From: LEBOW Wendy C
Sent: Thursday, May 27, 2004 5:14 PM
To: NEBURKA Julie Z
Cc: GARCIA Angela I
Subject: NOI for Verizon Grant

Hi Julie,
Here's the NOI; let us know if you have any issues...otherwise it's good to go to Deb!
Thanks!



Agenda
ment form verizc
Wendy