

# **ANNOTATED MINUTES**

Tuesday, February 4, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **REGULAR MEETING**

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

### **CONSENT CALENDAR**

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

### **DEPARTMENT OF AGING SERVICES**

- C-1 Intergovernmental Revenue Agreement 400157 with Oregon Senior and Disabled Services, Providing Reimbursement for One Half of Consultant Expenses Incurred in Planning for Transfer of Disability Services Offices from State to County

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

- C-2 Budget Modification CFSD 12 Correcting Job Classification in the Contracts and Evaluation Unit of Department's Management and Administration, and Moving \$14,600 from Personnel Services to Materials and Services

### **DEPARTMENT OF HEALTH**

- C-3 Renewal of Intergovernmental Agreement 200897 with the State Health Division for the Provision of Research and Evaluation Required for the Health Department's Various Federal Grants

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 ORDER Authorizing Vacation of SW Hedlund Avenue from SW Comus Street South Approximately 375 Feet as Provided by ORS 368.366

***ORDER 97-14.***

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

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

**DEPARTMENT OF LIBRARY SERVICES**

- R-2 RESOLUTION Exempting the Library from Resolution 90-2 and Allowing the Library Foundation to Serve Alcohol at the Library Gala Celebration

***COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. ITEM TABLED UNTIL ARRIVAL OF DON BARNEY.***

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-3 ORDER Approving an Intergovernmental Agreement with the City of Portland for County Lease of Space at the East Portland Community Center [SE 106<sup>th</sup> Avenue] for an Aging Services Department Office

*Commissioner Dan Saltzman arrived at 9:36 a.m.*

***COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-3. BOB OBERST AND JUNE SCHUMANN EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING OWNERSHIP AND COSTS ISSUES. BOARD COMMENTS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS APPROVED THAT R-3 BE CONTINUED TO THURSDAY, FEBRUARY 13, 1997 FOR STAFF TO REVIEW COSTS ESTIMATES, WITH COMMISSIONERS KELLEY, HANSEN AND SALTZMAN VOTING AYE, AND COMMISSIONERS COLLIER AND STEIN VOTING NO.***

**DEPARTMENT OF LIBRARY SERVICES**

R-2 RESOLUTION Exempting the Library from Resolution 90-2 and Allowing the Library Foundation to Serve Alcohol at the Library Gala Celebration

**ITEM RESUMED. DON BARNEY EXPLANATION, COMMENTS IN SUPPORT OF EXEMPTION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER KELLEY COMMENTED IN OPPOSITION TO EXEMPTION ALLOWING ALCOHOL TO BE SERVED OR CONSUMED IN A COUNTY FACILITY. COMMISSIONER HANSEN ADVISED HE AGREES WITH COMMISSIONER KELLEY'S POSITION, BUT SUPPORTS THE MOTION IN DEFERENCE TO THE WISHES OF THE LIBRARY FOUNDATION. RESOLUTION 97-13 APPROVED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.**

*There being no further business, the regular meeting was adjourned at 10:06 a.m. and the policy discussion convened at 10:07 a.m.*

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Tuesday, February 4, 1997 - 9:40 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **BOARD POLICY DISCUSSION**

B-1 As the County Reduces General Fund Support to the Primary Care Clinics, How Can we Minimize Client Impact? What Will be the Impact of Advocating for Assistance from an Expanded Oregon Health Plan and from the Local Health Maintenance Organizations? What Will be the Impact of Operating a Fee Supported Enrollment Plan? What Will be the Impact of the State Using the Cigarette Tax for Expanded Eligibility? Presented by Billi Odegaard, Sharon Armstrong, Tom Fronk, MaryLou Hennrich, Scott Clement, Marge Jozsa, Tim Goldfarb, Bob Pollari and Gary Oxman.

**BILLI ODEGAARD, MARYLOU HENNRICH, GARY OXMAN, SCOTT CLEMENT, MARGE JOZSA, TOM FRONK, SHARON ARMSTRONG, TIM GOLDFARB PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS, COMMENTS AND DISCUSSION.**

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

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Tuesday, February 4, 1997 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**LAND USE PLANNING MEETING**

*Chair Beverly Stein convened the meeting at 1:34 p.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

P-1      MC 3-96      DE NOVO HEARING in the Matter of an Appeal of the Hearings Officer's Decision Regarding the Denial of a Building Permit for a Replacement Dwelling in an Area Zoned Exclusive Farm Use and Rural Center on Property Located at 29306 SE ORIENT DRIVE, GRESHAM. TESTIMONY LIMITED TO 20 MINUTES PER SIDE.

**CHAIR STEIN EXPLAINED QUASI-JUDICIAL PROCESS. AT CHAIR STEIN'S REQUEST FOR DISCLOSURE, NO EX PARTE CONTACTS WERE REPORTED. AT CHAIR STEIN'S REQUEST FOR CHALLENGES AND/OR OBJECTIONS, NONE WERE OFFERED. PLANNER CHUCK BEASLEY PRESENTED CASE HISTORY. HEARINGS OFFICER LIZ FRANCHER PRESENTED CONDITIONS, FINDINGS OF FACT AND CRITERIA USED IN DETERMINATION TO DENY APPLICATION. APPLICANT'S ATTORNEY DAVE HUNNICUTT ENTERED INTO THE RECORD COPIES OF HIS MEMORANDUM OF LAW, PORTIONS OF SECTIONAL ZONING MAPS 704 AND 706, LEGAL DESCRIPTION OF TAX LOT 28, WARRANTY DEED, PERSONAL REPRESENTATIVE DEED, AND NICHOLS COURT OF APPEALS DECISION. MR. HUNNICUTT AND APPLICANT DENNIS BROWN TESTIFIED IN SUPPORT OF REVERSAL OF THE HEARINGS OFFICER DECISION, ADVISING APPLICANT REQUESTS APPROVAL TO DEMOLISH THE EXISTING RESIDENCE SITED ON PROPERTY ZONED RURAL CENTER IN ORDER TO REPLACE IT WITH A**

**LARGER HOME FURTHER AWAY FROM ORIENT DRIVE ON PROPERTY ZONED EXCLUSIVE FARM USE. ARNOLD ROCHLIN TESTIMONY IN OPPOSITION TO APPLICANT'S REQUEST, REBUTTAL TO MR. HUNNICUTT'S ARGUMENTS AND INTERPRETATION OF A LUBA CASE, AND IN SUPPORT OF THE HEARINGS OFFICER DECISION. CHRIS FOSTER TESTIMONY IN SUPPORT OF MR. ARNOLD'S TESTIMONY AND THE HEARINGS OFFICER DECISION. MR. HUNNICUTT REBUTTAL. IN RESPONSE TO CHAIR STEIN'S REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING, NONE WERE OFFERED. HEARING CLOSED. CHAIR STEIN ADVISED ALL PARTIES WILL RECEIVE A COPY OF THE BOARD'S WRITTEN DECISION, WHICH MAY BE APPEALED TO LUBA. COUNTY COUNSEL SANDRA DUFFY RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, THE HEARINGS OFFICER DECISION WAS UNANIMOUSLY UPHeld.**

P-2 CU 5-96, HV 10-96, SECh 13-96 DE NOVO HEARING in the Matter of an Appeal of the Hearings Officer's Decision Regarding a Denial of a Conditional Use Permit, Major Variance and Significant Environmental Concern Permit to Establish a Single Family Residence, Barn and Arena on Property Designated as Commercial Forest Use on NW SKYLINE BOULEVARD, PORTLAND. TESTIMONY LIMITED TO 20 MINUTES PER SIDE.

**APPLICANT'S ATTORNEY JON GILBERT SUBMITTED A LETTER ADVISING HIS CLIENT HAS WITHDRAWN THE APPEAL.**

*There being no further business, the meeting was adjourned at 2:20 p.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*

Deborah L. Bogstad

Wednesday, February 5, 1997 - 7:00 PM  
Southwest Neighbors Incorporated  
Mittleman Jewish Community Center  
6651 SW Capitol Highway, Portland

### **CITY/COUNTY JOINT COMMUNITY FORUM**

- JM-1 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by City and County Elected Officials and Staff.
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Thursday, February 6, 1997 - 7:00 PM  
Troutdale City Hall, Council Chambers  
104 SE Kibling Avenue, Troutdale

### **COMMUNITY FORUM MEETING**

- JM-2 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by County Elected Officials and Staff.



**MULTNOMAH COUNTY OREGON**

**BOARD CLERK**

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

**BOARD OF COUNTY COMMISSIONERS**

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

*MEETINGS OF THE MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS*

**AGENDA**

*FOR THE WEEK OF*

**FEBRUARY 3, 1997 - FEBRUARY 6, 1997**

*Tuesday, February 4, 1997 - 9:30 AM - Regular Meeting ..... Page 2*

*Tuesday, February 4, 1997 - 9:40 AM - Board Policy Discussion .....Page 3*

*Tuesday, February 4, 1997 - 1:30 PM -Land Use Planning .....Page 3*

*Wednesday, February 5, 1997 - 7:00 PM - City/County Joint Forum.. Page 4*

*Thursday, February 6, 1997 - 7:00 PM - Community Forum Meeting..Page 4*

*Thursday's community forum meeting will be cable-cast live and taped and can be seen by cable subscribers in Multnomah County live on Channel 30 at 7:00 PM, Thursday. Call Multnomah Community Television @ (503) 667-7636 for playback times.*

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

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, February 4, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**DEPARTMENT OF AGING SERVICES**

- C-1      *Intergovernmental Revenue Agreement 400157 with Oregon Senior and Disabled Services, Providing Reimbursement for One Half of Consultant Expenses Incurred in Planning for Transfer of Disability Services Offices from State to County*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2      *Budget Modification CFSD 12 Correcting Job Classification in the Contracts and Evaluation Unit of Department's Management and Administration, and Moving \$14,600 from Personnel Services to Materials and Services*

**DEPARTMENT OF HEALTH**

- C-3      *Renewal of Intergovernmental Agreement 200897 with the State Health Division for the Provision of Research and Evaluation Required for the Health Department's Various Federal Grants*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4      *ORDER Authorizing Vacation of SW Hedlund Avenue from SW Comus Street South Approximately 375 Feet as Provided by ORS 368.366*

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**DEPARTMENT OF LIBRARY SERVICES**

- R-2        *RESOLUTION Exempting the Library from Resolution 90-2 and Allowing the Library Foundation to Serve Alcohol at the Library Gala Celebration*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-3        *ORDER Approving an Intergovernmental Agreement with the City of Portland for County Lease of Space at the East Portland Community Center [SE 106<sup>th</sup> Avenue] for an Aging Services Department Office*
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*Tuesday, February 4, 1997 - 9:40 AM  
Multnomah County Courthouse, Room 602  
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**BOARD POLICY DISCUSSION**

- B-1        *As the County Reduces General Fund Support to the Primary Care Clinics, How Can we Minimize Client Impact? What Will be the Impact of Advocating for Assistance from an Expanded Oregon Health Plan and from the Local Health Maintenance Organizations? What Will be the Impact of Operating a Fee Supported Enrollment Plan? What Will be the Impact of the State Using the Cigarette Tax for Expanded Eligibility? Presented by Billi Odegaard, Sharon Armstrong, Tom Fronk, MaryLou Hennrich, Scott Clement, Marge Jozsa, Tim Goldfarb, Bob Pollari and Gary Oxman. 2 HOURS REQUESTED.*
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*Tuesday, February 4, 1997 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**LAND USE PLANNING MEETING**

- P-1        *MC 3-96 DE NOVO HEARING in the Matter of an Appeal of the Hearings Officer's Decision Regarding the Denial of a Building Permit for a Replacement Dwelling in an Area Zoned Exclusive Farm Use and Rural Center on Property Located at 29306 SE ORIENT DRIVE, GRESHAM. TESTIMONY LIMITED TO 20 MINUTES PER SIDE. 1 HOUR REQUESTED.*
- P-2        *CU 5-96, HV 10-96, SECh 13-96 DE NOVO HEARING in the Matter of an Appeal of the Hearings Officer's Decision Regarding a Denial of a Conditional Use Permit, Major Variance and Significant Environmental*

*Concern Permit to Establish a Single Family Residence, Barn and Arena on Property Designated as Commercial Forest Use on NW SKYLINE BOULEVARD, PORTLAND. TESTIMONY LIMITED TO 20 MINUTES PER SIDE. 1 HOUR REQUESTED.*

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***Wednesday, February 5, 1997 - 7:00 PM  
Southwest Neighbors Incorporated  
Mittleman Jewish Community Center  
6651 SW Capitol Highway, Portland***

**CITY/COUNTY JOINT COMMUNITY FORUM**

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***Thursday, February 6, 1997 - 7:00 PM  
Troutdale City Hall, Council Chambers  
104 SE Kibling Avenue, Troutdale***

**COMMUNITY FORUM MEETING**

*JM-2 Community Meeting on Impact of Measure 47, Providing the Opportunity to Meet with Your Local Elected Officials and Discuss Government Services; Learn More about Budget Cuts and Service Reduction Options; and Share Your Opinions and Suggestions, in an Informal, Group Discussion Format. Facilitated by County Elected Officials and Staff. 2 HOURS REQUESTED.*

Meeting Date: FEB 4 1997

Agenda No: C-1

ESTIMATED STARTING TIME 9:30 Am

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY96-97 Contract #400157 with State Senior and Disaabled Services Division

BOARD BRIEFING Date Requested:  
Requested by:  
Amount of time:

REGULAR MEETING Date Requested: February 6, 1997  
Amount of time: consent calendar

DEPARTMENT: Aging Services DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620 ext 26841

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE

Approval of Intergovernmental Agreement # 400157 with State Senior and Disabled Services Division (SDSD) providing for reimbursement by SDSD for one-half of consultant expenses incurred in planning for transfer of Disability Services Offices from State to County.

*Revenue*  
2/10/97 ORIGINALS to KATHY GILLETTE

SIGNATURES REQUIRED:

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

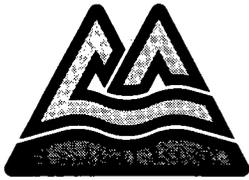
OR

DEPARTMENT MANAGER: James Mc Connell

BOARD OF  
COUNTY COMMISSIONERS  
97 JAN 30 AM 10:05  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

TO: Beverly Stein, County Chair  
FROM: Jim McConnell *Jim McConnell*  
DATE: January 27, 1997  
SUBJECT: Intergovernmental Revenue Agreement #400157 with State Senior and Disabled Services Division

I. Recommendation: This is to recommend approval of the attached agreement with State Senior and Disabled Services Division for reimbursement for consultant expenses incurred in planning for transferring State Disability Services Offices (DSO) and programs in Multnomah County to Aging Services Department, for the period December 1, 1996 through June 30, 1997.

II. Background/Analysis: This contract provides that the State Senior and Disabled Services Division reimburse the Aging Services Department for one-half of the expenses incurred through personal services contract #400107 with Charlene Phipps, a private consultant.

The service being reimbursed is the facilitation of the development of a Co-Management Agreement among County Aging Services Department, County Department of Community and Family Services, Developmental Disability and Adult Behavioral Health programs, and the Multnomah District Office of State Senior and Disabled Services Office. This is part of the implementation plan for the transfer of Disability Services Offices from State to County administration.

III. Financial Impact: Contract #400157 has a total amount of up to \$12,625. If the total contract is spent, State share would be \$6,313 and County share \$6,312.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Board has reviewed the planning process for the Disability Services Office transfer. A Board briefing on the transfer is scheduled for March 6, 1997.

VII. Citizen Participation: NA

VIII. Other Government Participation: The consultant was selected jointly by the Aging Services Department and Senior and Disabled Services Division.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 400157

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

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>2/4/97</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
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Department Aging Services Division \_\_\_\_\_ Date January 27, 1997

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Provides reimbursement from State Senior and Disabled Services Division for one half of consultant expenses incurred in planning for DSO transfer.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Oregon Senior and Disabled Services Division \_\_\_\_\_

Mailing Address 500 Summer Street NE

Salem OR 97310-1015

Phone (503) 378-4728

Employer ID# or SS# N/A

Effective Date July 1, 1996

Termination Date June 30, 1997

Original Contract Amount \$ 6,313.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 6,313.00

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager *James H. Cornell*

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel *Kate Dwyer*

County Chair / Sheriff *Mark J. ...*

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date January 24, 1997

Date \_\_\_\_\_

Date 1/29/97

Date February 4, 1997

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	011	17105		CEYY	2609			DSO Transfer	6,313	
02.											
03.											

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

ORIGINAL

400157

INTERGOVERNMENTAL AGREEMENT  
STATE OF OREGON, DEPARTMENT OF HUMAN RESOURCES  
SENIOR AND DISABLED SERVICES DIVISION  
AND  
MULTNOMAH COUNTY, AGING SERVICES DEPARTMENT  
1996-1997

SECTION I. INTRODUCTION

This agreement is between the State of Oregon, Department of Human Resources, Senior and Disabled Services Division, hereinafter called STATE, and Multnomah County, hereinafter called COUNTY. The purpose of this agreement is to define terms by which STATE will assist COUNTY to develop a Co-Management Agreement between Multnomah County Aging Services Department, State Disability Services Offices, and Multnomah County Department of Community and Family Services, which administers Developmental Disability and Adult Behavioral Health Programs. The Co-Management Agreement is part of the implementation plan to transfer State Disability Services Offices from State to County management. This agreement, subject to execution by all parties, will be in effect for the period December 1, 1996 through June 30, 1997.

SECTION II. RECITALS

A. WHEREAS, STATE and COUNTY agree that a transfer of the Disability Services Offices from State to County administration will improve services to persons with disabilities;

B. WHEREAS, a Co-Management Agreement among key agencies is necessary for a successful transfer of Disability Services Offices in Multnomah County from State to Multnomah County administration and could serve as a model for other jurisdictions to consider in attending to the needs of the same constituents in their respective jurisdictions.

C. WHEREAS, the Feasibility Study Advisory Committee Report dated May 1996 included the development of co-management agreements as part of its recommendations to transfer Disability Services Offices in Multnomah County from State to County administration;

D. WHEREAS, development of a Co-Management Agreement among Multnomah County Aging Services Department, Disability Services Office, Mental Health and Developmental Disabilities Programs in Multnomah County would result in improving client services and establishing staff efficiencies for all involved agencies;

C. WHEREAS, STATE and COUNTY have jointly identified Charlene Phipps, a private consultant, as a person who is able and prepared to facilitate the development of a Co-Management Agreement as COUNTY and STATE require, and to document a model for other jurisdictions to consider;

THEREFORE, STATE and COUNTY agree as follows.

SECTION III: AGREED/STATE AND COUNTY

A. COUNTY will execute Contract #400107 with Charlene Phipps, a private consultant, hereinafter referred to as CONTRACTOR, to perform services as described below.

B. CONTRACTOR's services under this Agreement shall be to provide consultant services to facilitate a Co-Management agreement among (1) Multnomah County Aging Services Department (ASD); (2) Multnomah County Department of Community and Family Services, Developmental Disability (DD) and Adult Behavioral Health programs; and (3) the Multnomah District Office of the Senior and Disabled Services Division Disability Services Office (DSO).

The goals of the agreement(s) are:  
1. Improve the access to services for current clients and new applicants;

2. Create clear lines of responsibility between offices;

3. Determine primary and secondary responsibilities when there is dual case management;

4. Assure a continuum of services based on individual need.

C. CONTRACTOR Statement of Work is as follows:

1. Develop and execute a process that brings together department directors and key managers to develop the parameters and scope for the Co-Management Agreement(s).

Facilitator's Role:

a. Identify issues in pre-meeting conferences with key participants;

b. Design an agenda;

c. Facilitate meetings;

d. Assist with formalizing the agreed-upon parameters and scope of the agreements.

2. Develop and execute a process that engages staff and managers from ASD and DSO offices, from DD Case Management and from the Mental Health program to develop the Co-Management Agreement(s).

Facilitator's Role:

a. Carry forward the parameters from the management team;

b. Design an agenda;

c. Facilitate the meetings;

d. Assist with formalizing the agreement(s), including writing a complete draft of the agreement(s). Formatting and editing will be completed by COUNTY.

3. Provide STATE and COUNTY with a document which would allow each agency the ability to replicate the process used to develop the Co-Management Agreement.

4. Survey participants to determine the strengths and weaknesses of the process used by the facilitator.

D. COUNTY shall pay CONTRACTOR at the rate of \$75.00/hour for up to 135 hours of consultant services, to a maximum of \$10,125 for performance of those services provided hereunder. In addition, payment shall be made for over-night accommodations and mileage expenses necessary to perform the services agreed to under this agreement. COUNTY shall pay a maximum of \$12,625 through its contract.

E. STATE shall reimburse COUNTY for one-half (1/2) the costs incurred by COUNTY through Contract #400017 with Charlene Phipps.

F. Charlene Phipps shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of Contract #400017.

SECTION IV. METHOD OF COMPENSATION

STATE shall make a single payment to COUNTY at completion of CONTRACTOR services upon receipt of an itemized invoice.

SECTION V. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VI. TERM OF AGREEMENT

This Agreement shall commence December 1, 1996 and continue until June 30, 1997 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION VII. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

SECTION VIII. LIAISONS

Written notices pertaining to this agreement shall be sent to:

STATE

Doug Stone, Acting Deputy Director  
Senior and Disabled Services Division  
500 Summer Street NE  
Salem OR 97310

COUNTY

Jim McConnell, Director  
Multnomah County Aging Services Department  
421 SW 5th, 3rd floor  
Portland OR 97204

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

STATE OF OREGON  
SENIOR AND DISABLED SERVICES  
DIVISION

By: \_\_\_\_\_  
Administrator or Designee Date

COUNTY OF MULTNOMAH

By: Beverly Stein 2/4/97  
Beverly Stein Date  
Multnomah County Chair

By: James H. McConnell 1/24/97  
James McConnell, Director Date  
Multnomah County Aging  
Services Department

REVIEWED: Contract Services  
Department of Human  
Resources

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

REVIEWED:  
LAURENCE KRESSEL, County  
Counsel for Multnomah County

By: Katie Gaetjens 1/29/97  
Katie Gaetjens Date  
Assistant County Counsel

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: N/A

CONTACT: KATHY TINKLE

PHONE: 3691 ext 26858

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLE

SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification CFSD#12 corrects job classification in the Contracts & Evaluation Unit of DCFS Management and Administration and moves \$14,600 from Personnel Services to Materials & Services.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

[ X ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET.

This modification corrects the Adopted Budget by changing the vacant 1.0 FTE Program Development Specialist to 1.0 FTE Data Technician and deleting the .08 FTE Data Technician position. This change reduces total personnel expenditures by \$14,600 which will be used to restore funds to Materials & Services that were cut from the budget to meet departmental constraint. M&S to be restored by this modification are \$2,500 in professional services for consultation and temporary clerical assistance, \$4,520 for printing, \$3,023 for supplies, and \$4,557 for travel and training. This modification reduces the total number of department employees by .08 FTE and has no net effect on total expenditures or revenue. Service reimbursement from Fed/State Fund to the Insurance Fund is reduced by \$1,242.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 JAN 28 PM 12:35

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Svs Reimbursement Fed/State to Insurance Fund (\$1,242)

TOTAL (\$1,242)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
AFTER THIS MODIFICATION: \$ \_\_\_\_\_  
(Specify Fund)

Originated By:

Plan / Budget Analyst:

Board Approval:

Date:

Date:

Date:

Department Director:

Employee Services:

Date:

Date:

*[Signature]*

1/17/97

*[Signature]*

1/27/97

*[Signature]*

2/4/97

*[Signature]* 1/22/97

*[Signature]* 1/27/97

5. ANNUALIZED PERSONNEL CHANGE (Change on a full-year basis even though this action affects only a part of the fiscal year (FY)).

FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	Program Development Specialist (0140/6021)	(\$38,075)	(\$6,663)	(\$3,982)	(\$48,720)
1.00	Data Technician (0140/6074)	\$29,115	\$5,098	\$3,162	\$37,375
(0.08)	Data Technician (0140/6074)	(\$2,411)	(\$422)	(\$422)	(\$3,255)
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
(0.08)		(\$11,371)	(\$1,987)	(\$1,242)	(\$14,600)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	Prog. Dev. Spec.		(\$38,075)	(\$6,663)	(\$3,982)	(\$48,720)
1.00	Data Technician		\$29,115	\$5,098	\$3,162	\$37,375
(0.08)	Data Technician		(\$2,411)	(\$422)	(\$422)	(\$3,255)
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
(0.08)	TOTAL CURRENT FISCAL YEAR CHANGES		(\$11,371)	(\$1,987)	(\$1,242)	(\$14,600)







# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Board of County Commissioners

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

DATE: January 16, 1997

SUBJECT: Budget Modification CFSD #12

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification CFSD#12. This modification corrects job classifications in the Contracts and Evaluation Unit of Department Management & Administration and moves \$14,600 from personnel services to materials & services.

**II. BACKGROUND ANALYSIS:** This modification corrects the department budget by deleting 1.0 FTE Program Development Specialist, and increasing .08 FTE Data Technician to 1.0 FTE. This change reduces total personnel expenditures by \$14,600 which will be used to restore funds to Materials & Services that were reduced during the budget process to meet departmental constraint. M&S restored by this modification are \$2,500 in professional services for consultation and temporary clerical assistance, \$4,520 for printing, \$3,023 for supplies, and \$4,557 in travel and training. The corrections adjust the budget to reflect actual staffing levels.

**III. FINANCIAL IMPACT:** Budget modification CFSD#12 has no net effect on either total expenditures or total revenue. Services Reimbursement from Fed/State Fund to the Insurance Fund is decreased by \$1,242.

**IV. LEGAL ISSUES:** N/A

**V. CONTROVERSIAL ISSUES:** N/A

**VI. LINK TO CURRENT COUNTY POLICY:** N/A

**VII. CITIZEN PARTICIPATIONS:** N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:** N/A

MEETING DATE: FEB 4 1997  
AGENDA NO.: C-3  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with the State Health Division

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

REGULAR MEETING Date Requested: \_\_\_\_\_  
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Jeanne Gould\* TELEPHONE #: 22529 248-3674  
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement 200897 with the State Health Division for the provision of research and evaluation required for the Health Department's various federal grants.

2/10/97 ORIGINALS TO KAREN GARBER

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 JAN 27 PM 3 02

**SIGNATURES REQUIRED:**

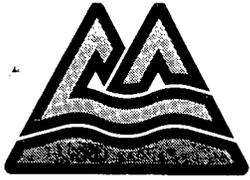
ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Billi Odegaard / B

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

**Date:** January 8, 1997  
**To:** Board of County Commissioners  
**From:** Billi Odegaard, Director, Health Department  
**Subject:** Contract #200897 with the State Health Division for research services

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200897 with the State Health Division for the period October 1, 1996, through September 30, 1997.
- II. Background/Analysis: This agreement has been renewed annually since 1989. The State will continue to assume responsibility for the required research components of the Health Department's various federal grants (see Exhibit A) related to HIV/AIDS. The renewal was delayed pending finalization of the dollar amounts for this year, but the State has provided services continuously. Therefore the agreement is retroactive to October 1, 1996.
- III. Financial Impact: The County will pay the State \$274,673. This agreement is fully funded by the federal grants for which the services are required.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other governmental agencies in the provision of services.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal  [X]

Contract # 200897

Previously Approved Contract Boilerplate:  [X] Attached  [ ] Not Attached

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

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> [ ] Professional Services under \$25,000</p> <p><input type="checkbox"/> [ ] Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> [ ] Expenditure</p> <p><input type="checkbox"/> [ ] Revenue</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> [ ] Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> [ ] PCRB Contract</p> <p><input type="checkbox"/> [ ] Maintenance Agreement</p> <p><input type="checkbox"/> [ ] Licensing Agreement</p> <p><input type="checkbox"/> [ ] Construction</p> <p><input type="checkbox"/> [ ] Grant</p> <p><input type="checkbox"/> [ ] Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p><input checked="" type="checkbox"/> [X] Expenditure</p> <p><input type="checkbox"/> [ ] Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-3</u> DATE <u>2/4/97</u></p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p>
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**BOARD CLERK**

Date: 1/8/97

Department: Health Division: \_\_\_\_\_

Contract Originator: Jeanne Gould Phone: x2529 Bldg/Room: 160/8

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/7

Description of Contract:

Provide research services required by the Health Department's various federal grants.

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

ORS/AR # \_\_\_\_\_ Contractor is  [ ] MBE  [ ] WBE  [ ] QRF  [X] N/A  [ ] None

Original Contract No. 104152/104162\* (FOR RENEWALS ONLY) \*Then 201323, 201244, 201705, 200986 & now 200897.

<p>Contractor Name: <u>Oregon Health Division</u></p> <p>Mailing Address: <u>800 NE Oregon St #21, Ste 370</u> <u>Portland, OR 97232</u></p> <p>Phone: <u>731-4434</u></p> <p>Employer ID# or SS#: <u>93-6001752</u></p> <p>Effective Date: <u>October 1, 1996</u></p> <p>Termination Date: <u>September 30, 1997</u></p> <p>Original Contract Amount: \$ <u>274,673</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Mike Stark, Program Design Evaluation Services Kip Beardsley, Grants &amp; Budgets Manager, HIV Program Remittance Address (if different) _____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> [ ] Lump Sum \$ _____ <input type="checkbox"/> [ ] Due on Receipt</p> <p><input type="checkbox"/> [ ] Monthly \$ _____ <input type="checkbox"/> [ ] Net 30</p> <p><input checked="" type="checkbox"/> [X] Other \$ <u>Quarterly invoice</u> <input type="checkbox"/> [ ] Other</p> <p><input type="checkbox"/> [ ] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> [ ] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> [ ] No <input type="checkbox"/> [ ]</p>
--	---

REQUIRED SIGNATURES:

Department Manager: Billi Degeard Date: 1-23-97

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

County Counsel: Kathy Gartin Date: 1/27/97

County Chair/Sheriff: Melvin Stein Date: February 4, 1997

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

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC DEC
01	*See attached										
02											
03											

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

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

**Contract #200897**  
**Oregon Health Division**  
**October 1, 1996 - September 30, 1997**

Line No	Fund	Agency	Org	Sub Org	Activity	Object/ Revenue	Sub Object	Rep Cat	LGFS Description	Amount
01	156	015	0340			6060		0372	State HD Eval	\$148,932
02	156	015	0350			6060		0388	State HD Eval	\$93,141
03	156	015	0360			6060		0400	State HD Eval	\$8,851
04	156	015	0781			6060		0365	State HD Eval	\$23,749
05										

<u>Grant</u>	<u>Org</u>	<u>Contract Total</u>	<u>Quarterly Payment</u>	
CDC HIV Prevention in Women & Infants	0340	\$148,932	\$37,233.00	54.22%
NIDA Risk Behavior Intervention	0350	\$93,141	\$23,285.25	33.91%
CSAT Homeless HIV Reduction	0360	\$8,851	\$2,212.75	3.22%
HRSA Linkage	0781	\$23,749	\$5,937.25	8.65%
			-----	
		Quarterly Total:	\$68,668.25	

**INTERGOVERNMENTAL AGREEMENT  
FOR RESEARCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and THE STATE OF OREGON, acting by and through its Health Division, hereafter referred "STATE."

WITNESSETH:

WHEREAS, COUNTY's Health Department is in receipt of various federal grants (as detailed in Exhibit A) for the period October 1, 1996, through September 30, 1997; and

WHEREAS, COUNTY's Health Department requires research services for these grants which STATE is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, STATE is able and prepared to provide such research services as COUNTY does hereinafter require, under those terms and conditions set forth; now therefore,

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

1. TERM

This Agreement shall become effective when fully executed retroactive to October 1, 1996, and shall expire September 30, 1997, unless sooner terminated under the provisions hereof.

2. SERVICES

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

- A. Assume responsibility for all required research components related to the grants detailed in Exhibit A which is attached hereto and by this reference made a part of this Agreement.
- B. Transmit to grantors in a timely fashion and on grantors' required forms all data provided by COUNTY.
- C. Provide monthly reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.
- D. Provide technical assistance in the area of research design and project evaluation/research to COUNTY operations staff.
- E. Assist in the compilation of all progress reports required by grantors.
- F. Represent COUNTY in all negotiations with grantors which involve the research components of the grants, including any out-of-state meetings.

- G. Transmit in a timely manner all data collected by COUNTY to grantors or their designees.
- H. Assist in the development of a non-competing continuation grant application.
- I. Develop questionnaires to assess the effects of local interventions.
- J. Serve as a consultant regarding the implementation and evaluation of enhanced interventions.
- K. Comply with all special terms and conditions of award as outlined by grantors.

3. COMPENSATION

- A. COUNTY agrees to pay STATE a maximum of \$274,673 for the performance of those services provided hereunder, which payment shall be based upon the following terms:
  - 1) COUNTY shall reimburse STATE quarterly upon receipt of a quarterly expenditure report.
  - 2) STATE shall submit expenditure reports to:  
Karen Garber, Contracts Unit  
Multnomah County Health Department  
426 SW Stark Street, 7th Floor  
Portland, OR 97204
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1997. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or STATE may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. **INDEPENDENT CONTRACTOR STATUS**

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

2. **INDEMNIFICATION**

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

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

3. **WORKERS' COMPENSATION INSURANCE**

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

4. **TAXPAYER IDENTIFICATION NUMBER**

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

5. **SUBCONTRACTS AND ASSIGNMENT**

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

6. **RECORD CONFIDENTIALITY**

COUNTY and STATE agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. **ACCESS TO RECORDS**

STATE agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the

result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

8. ADHERENCE TO LAW

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

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
  - 2) Upon notice if STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, STATE shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

16. OMB CIRCULAR A-128

If STATE is a sub-recipient of federal funds passed through the COUNTY, STATE shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

THE STATE OF OREGON

By David Fein  
Title State Epidemiologist  
Date 1/17/97

93-6001752  
Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date February 4, 1997

HEALTH DEPARTMENT

By Billi Odegaard  
Billi Odegaard, Director  
Date 1-23-97

By Jeanne Gould  
Jeanne Gould, Program Manager  
Date 1-22-97

REVIEWED:

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

By Katie Gaetjens  
Katie Gaetjens, Assistant County Counsel  
Date 1/27/97

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 2/4/97  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**

<u>Grantor</u>	<u>Title</u>	<u>Grant #</u>	<u>Amount</u>
1) Centers for Disease Control (CDC)	HIV Prevention in Women and Infants	U62-CCU06947-02	\$148,932
2) National Institute for Drug Abuse (NIDA)	HIV Prevention in Drug Treatment Dropouts	U01-DA07302-03	\$93,141
3) Center for Substance Abuse Treatment (CSAT)	HIV Homeless Outreach Project	IHIN TI 00367-0100	\$8,851
4) Health Resource and Services Administration (HRSA)	Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Program	CSH000 185-01-0	\$23,749
			-----
		<b>Total:</b>	<b>\$274,673</b>

MEETING DATE: FEB 4 1997

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Board Order Vacating SW Hedlund Avenue from SW Comus Street south approximately 375 feet

BOARD BRIEFING Date Requested:

Requested by:

Amount of Time Needed: CONSENT CALENDAR

REGULAR MEETING: Date Requested: February 6, 1997

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation and Land Use Planning

CONTACT: John Dorst TELEPHONE #: 248-3599

BLDG/ROOM #: 425/ENG

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Board Order Vacating SW Hedlund Avenue from SW Comus Street south approximately 375 feet

SIGNATURES REQUIRED: 2/10/97 certified true copies to John Dorst, Robert Holden and Sandra Kohn

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 97 JAN 30 11:14



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

**TO:** Larry F. Nicholas, P.E., Director, Dept. Environmental Services  
**FROM:** Chuck Henley, County Engineer ~~CH~~  
**DATE:** January 21, 1997  
**RE:** Road Vacation, Portion of SW Hedlund Avenue

County Engineers Report

ISSUE

Vacation of the portion of SW Hedlund Avenue, situated in PALATINE HILL, a subdivision situated in Sections 26, 27, 34 and 35 T1S, R2E, WM, recorded March 16, 1886 in Book 2, Page 82, Plat Records of Multnomah County, more particularly, the east 30 feet of the west 290 feet of Tract 13, said PALATINE HILL, and the east 30 feet of the west 290 feet of the north 125 feet of Tract 12, said PALATINE HILL

BACKGROUND

The subject property was dedicated by plat in 1886. As a result of litigation due to property line dispute, the abutting property owners have been advised to request vacation of this unused portion of public right-of-way. The right-of-way does not connect to, or provide public access to, any other street or property, and is presently covered with trees and bushes, and other improvements.

FACTS AND FINDINGS

100% of the affected property owners have petitioned to vacate this property. Easement for utilities is included as a part of this package. The attached Resolution and Order has been prepared to grant title to the vacated property as provided by ORS 368.366. The County Engineer, after considering traffic impacts, fiscal impacts, and social impacts, finds it is in the public interest to vacate the portion of SW Hedlund Avenue described.

FISCAL IMPACT

This property will return to the tax rolls.

RECOMMENDATION

It is recommended that the Board of County Commissioners grant the vacation of the portion of SW Hedlund Avenue described, by approving the attached Resolution and Order.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry F. Nicholas, P.E., Director, Dept. Environmental Services  
John Dorst, Engineering Services Administrator 

**TODAY'S DATE:** January 21, 1997

**REQUESTED PLACEMENT DATE:** February 6, 1997

**RE:** Order Vacating SW Hedlund Avenue from SW Comus Street South Approximately  
375 feet

I. Recommendation/Action Requested

Approval of this Order is recommended by the Transportation Division

II. Background/Analysis:

Lot line disputes along SW Hedlund Avenue resulted in litigation. Several steps were required in the solution, with one of the steps being the vacation of this unused public right-of-way called SW Hedlund Avenue. The adjacent property owners have initiated the vacation proceedings with a petition signed by 100% of all abutting property owners. The County Engineer has submitted a report, included in this package, which finds this vacation to be in the public interest. All improvements presently located in the right-of-way are owned by the petitioners or are utilities for which an easement for utility purposes is provided herein, and will become part of the Order.

III. Financial Impact:

Vacation will return this portion of property to the tax rolls.

IV. Legal Issues:

The vacation of SW Hedlund is a solution to legal issues having already been brought to litigation, and is recommended by County Counsel.

V. Controversial Issues:

There are no controversial issues related to this request.

VI. Link to Current County Policies:

The vacation of SW Hedlund Avenue is linked to the Comprehensive Framework Plan Policy 33A through improving the efficiency of the transportation system.

VII. Citizen Participation:

100% of the abutting property owners have petitioned to request this vacation.

VIII Other Government Participation:

This property is within the sole jurisdiction of Multnomah County, and no other governmental branches have participated with this process.

May 15, 1996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the Matter of the Vacation	)	
	)	
of	)	No.
	)	
SW HEDLUND AVENUE from SW Comus	)	PETITION TO VACATE
Street south approximately	)	
375 feet.	)	

Pursuant to ORS 368.341, the undersigned Petitioners HELEN V. STOLL, NORMAN A. STOLL, WILLIAM C. BROWN, Trustee for the William C. Brown Family Trust, dated July 6, 1978, SAEID SANAEE, RICHARD M. SEPPA, and SHARON G. SEPPA hereby petition the Board of County Commissioners of Multnomah County, Oregon, for the vacation of approximately 375 feet of SW Hedlund Avenue running south from and perpendicular to SW Comus Street, described as follows:

The East 30 feet of the West 290 feet of Tract 13, PALATINE HILL, and the East 30 feet of the West 290 feet of the North 125 feet of Tract 12, PALATINE HILL, in the County of Multnomah and State of Oregon.

The above-described portion of SW Hedlund Avenue requested vacated shall be referred to herein as the "Roadway." A map showing the location of the Roadway is attached hereto as Exhibit A.

1 In support of this Petition, Petitioners state:

2 1.

3 The Roadway is not within the limits of any  
4 incorporated city or town, but is located within the boundary of  
5 Multnomah County, Oregon.

6 2.

7 Petitioners request vacation of the Roadway because:

8 (a) The Roadway does not presently connect to, or  
9 provide public access to, any other street or property;

10 (b) The Roadway is not presently being used by the  
11 public for access to any other street or property;

12 (c) Insofar as Petitioners are aware, the Roadway has  
13 never been used by the public for access to any other street  
14 or property;

15 (d) The Roadway is presently covered with trees,  
16 bushes, and other improvements.

17 3.

18 Attached hereto as Exhibit B is a title report from  
19 Ticor Title Insurance Company describing easements, licenses,  
20 franchises, and similar interests, if any, affecting the Roadway.

21 4.

22 Petitioners are the only persons to be particularly  
23 affected by the vacation of the Roadway and are the owners of all  
24 real property (or easement rights) abutting the Roadway, as  
25 follows:

- 26 (a) Petitioner: Helen V. Stoll
- Street 11000 SW Collina Ave.
- Address: Portland, OR 97219
- TL: 12

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Legal description:

That part of Lot 13 of PALATINE HILL, according to the map and plat thereof, dated March 18, 1890 and recorded March 27, 1890 in Book 151, page 15, of the Plat Records of Multnomah County, State of Oregon, described as follows:

Beginning at the Northwest corner of said Tract 13; thence running Easterly along the North line of said Tract 13, 275 feet to a point; thence Southerly and parallel to the West line of Tract 13, 250 feet to a point; thence Westerly along the South line of Tract 13, 275 feet to the West line of Tract 13; thence Northerly 250 feet along the West line of Tract 13 to the place of beginning, reserving therefrom a strip 15 feet wide along the East line of said Tract 13, which is to be used as a permanent highway,

AND EXCLUDING THEREFROM the following described parcel:

Commencing at the Northwest corner of Lot 13; thence Easterly along the North line of said Lot 13, 180.22 feet to a point; thence Southerly and parallel to the West line of said Lot 13, 171.80 feet to a point; thence Westerly and parallel to the North line of said Lot 13, 90 feet to a point; thence Northerly and parallel to the West line of said Lot 13, 10.66 feet to a point; thence Westerly and parallel to the North line of said Lot 13, 90.22 feet to a point; thence Northerly 161.14 feet along the West line of said Lot 13 to the point of beginning.

(b) Petitioner: Helen V. Stoll and Norman A. Stoll  
Street 11000 SW Collina Ave.  
Address: Portland, OR 97219  
TL: 6 and 7

Legal description:

Parcel I (TL 6):

The West 330 feet of the South 125 feet of

1 Tract 12, PALATINE HILL, Multnomah County,  
2 State of Oregon,

3 SUBJECT TO charges, restrictions and  
4 regulations by reason of the inclusion of the  
5 property within the limits of Riverdale  
6 Zoning District.

7 Parcel II (TL 7):

8 The West 275 feet of the North 125 feet of  
9 Tract 12, PALATINE HILL, Multnomah County,  
10 State of Oregon, excluding therefrom the East  
11 15 feet for a roadway,

12 SUBJECT TO charges, restrictions, and  
13 regulations by reason of the inclusion of the  
14 property within the limits of Riverdale  
15 Zoning District.

16 (c) Petitioner: William C. Brown, Trustee for the  
17 William C. Brown Family Trust,  
18 dated July 6, 1978

19 Street 10928 SW Collina Ave.  
20 Address: Portland, OR 97219

21 TL: 31

22 Legal description:

23 PARCEL I:

24 That part of Lot 13, PALATINE HILL, according  
25 to the map and plat thereof, dated March 18,  
26 1890, recorded March 27, 1890 in Book 151,  
page 15 of the Plat Records of the County of  
Multnomah and State of Oregon, described as  
follows:

Commencing at the Northwest corner of Lot 13;  
thence Easterly along the North line of said  
Lot 13, 180.22 feet to a point; thence  
Southerly and parallel to the West line of  
said Lot 13, 171.80 feet to a point; thence  
Westerly and parallel to the North line of  
said Lot 13, 90 feet to a point; thence  
Northerly and parallel to the West line of  
said Lot 13, 10.66 feet to a point; thence  
Westerly and parallel to the North line of  
said Lot 13, 90.22 feet to a point; thence

1 Northerly 161.14 feet along the West line of  
2 said Lot 13 to the point of beginning.

3 PARCEL II:

4 An exclusive and permanent easement,  
5 appurtenant to the property hereinabove  
6 described, and incident to occupancy and use  
7 of said property for single-family  
8 residential purposes, to landscape the  
9 following described premises, to use the  
10 surface thereof, to build a swimming pool on  
11 said premises, and to install and maintain  
12 water and sewer lines and utilities beneath  
13 the surface thereof: Commencing at the  
14 Northwest corner of said Lot 13; thence  
15 Easterly and along the North line of said Lot  
16 13, 180.22 feet to the true point of  
17 beginning of the easement to be described;  
18 thence Easterly and along the North line of  
19 said Lot 13, 79.78 feet to a point; thence  
20 Southerly and parallel to the West line of  
21 said Lot 13, 180 feet to a point; thence  
22 Westerly and parallel to the North line of  
23 said Lot 13, 79.78 feet to a point; thence  
24 Northerly and parallel to the West line of  
25 said Lot 13, 180 feet to the true point of  
26 beginning of said easement.

PARCEL III:

16 An exclusive and permanent easement,  
17 appurtenant to the property hereinabove  
18 described, and incident to occupancy and use  
19 of said property for single-family  
20 residential purposes, to landscape the  
21 following described premises, to use the  
22 surface thereof, and to install and maintain  
23 water and sewer lines and utilities beneath  
24 the surface thereof: Commencing at the  
25 Northwest corner of said Lot 13; thence  
26 Southerly along the West line of said Lot 13,  
161.14 feet to the true point of beginning of  
the easement to be described; thence Easterly  
and parallel to the North line of said Lot  
13, 90.22 feet to a point; thence Southerly  
and parallel to the West line of said Lot 13,  
13.86 feet to a point; thence Westerly and  
parallel to the North line of said Lot 13,  
90.22 feet to a point; thence Northerly along  
the West line of said Lot 13, 13.86 feet to  
the true point of beginning of said easement.

1 (d) Petitioner: Saeid Sanaee

2 Street 01875 SW Palatine Hill Road  
3 Address: Portland, OR 97219

4 TL: 11

5 Legal description:

6 The North 150 feet of Tract 13, EXCEPT the  
7 West 275 feet thereof, PALATINE HILL, in the  
8 County of Multnomah and State of Oregon,  
9 excepting therefrom a strip 15 feet wide  
10 along the West line of said parcel, which is  
11 to be used as a permanent roadway,

12 ALSO, an Easement for road purposes in  
13 connection with the use and occupancy of the  
14 above-described premises as granted in Deed  
15 recorded December 28, 1962 in Book 2148, page  
16 514, over and across that certain 20 foot  
17 strip of land, the center line of which is  
18 described as follows:

19 Beginning at a point on the East of the tract  
20 conveyed to Robert T. Harrington, et ux, by  
21 Deed recorded December 29, 1961 in Book 2096,  
22 page 293, Deed Records, which point is South  
23 10 feet from the Northeast corner of said  
24 Harrington tract; thence East 10 feet South  
25 of and parallel to the extension of the North  
26 line of the Harrington tract, a distance of  
30.00 feet; thence on the arc of a curve  
right, having a radius of 80.97 feet and a  
central angle of 57°01'40", the long chord  
bears South 61°29'10" East a distance of  
77.31 feet, an arc distance of 80.59 feet;  
thence South 32°58'20" East 163.48 feet;  
thence on the arc of a curve left, having a  
radius of 63.50 feet and a central angle of  
57°01'40", the long chord bears South  
61°29'10" East a distance of 60.63 feet, an  
arc distance of 63.20 feet to a point in the  
West line of SW Summerville Avenue, which  
point is North 12 feet from the Southeast  
corner of the North half of Tract 12.

1 (e) Petitioner: Richard M. Seppa and Sharon G.  
2 Seppa

3 Street 01871 SW Palatine Hill Road  
4 Address: Portland, OR 97219

5 TL: 27

6 Legal description:

7 A portion of Tracts 12 and 13, PALATINE HILL,  
8 in the County of Multnomah and State of  
9 Oregon, described as follows:

10 Commencing at a stone monument in the  
11 Southwest corner of said Tract 12; thence  
12 East along the South line of said Tract 12,  
13 330.50 feet; thence North 125 feet to the  
14 true point of beginning; thence West 55.51  
15 feet to the West line of that certain 15 foot  
16 roadway excepted in deed to Louise Morley,  
17 recorded October 7, 1953 in Book 1625, page  
18 246, Deed Records; thence North along said  
19 West line 225 feet; thence East 140 feet;  
20 thence South 210 feet; thence West 84.49  
21 feet; thence South 15 feet to the point of  
22 beginning, excepting therefrom a strip 15  
23 feet wide along the West line of said parcel,  
24 which is to be used as a permanent roadway,

25 TOGETHER WITH an easement for road purposes  
26 over and across that certain 20 foot strip of  
land, the center line of which is described  
as follows:

Beginning at a point on the East line of the  
above described tract, which point is South  
10 feet from the Northeast corner of said  
tract; thence East 10 feet South of and  
parallel to the extension of the North line  
of the above described tract, a distance of  
30 feet; thence on the arc of a curve right,  
having a radius of 80.97 feet and a central  
angle of 57°01'40" the long chord bears South  
61°29'10" East a distance of 77.31 feet, an  
arc distance of 80.59 feet; thence South  
32°58'20" East 163.48 feet; thence on the arc  
of a curve left, having a radius of 63.50  
feet and a central angle of 57°01'40" the  
long chord bears South 61°29'10" East a  
distance of 60.63 feet, an arc distance of  
63.20 feet to a point in the West line of

1 S.W. Summerville Avenue, which point is North  
2 12 feet from the Southeast corner of the  
North half of Tract 12.

3 The location of these properties in relation to the Roadway is  
4 indicated on the attached Exhibit C.

5  
6 5.

7 Insofar as Petitioners are aware, all improvements  
8 presently located on the Roadway are owned by Petitioners.

9  
10 6.

11 Vacation of the Roadway will not destroy or impair  
12 access to any of the affected properties described in paragraph 4  
13 above, including without limitation the property described in  
14 paragraph 4(e) owned by Richard Seppa and Sharon Seppa. See  
15 Memorandum dated February 23, 1995 from County Planner Mark R.  
16 Hess to Assistant County Counsel Gerald Itkin, a true copy of  
17 which is attached hereto as Exhibit D, confirming that there is  
18 an existing access easement to the Seppa property which was  
19 approved by the Multnomah County Planning Commission in 1967.

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WHEREFORE, Petitioners pray that an Order vacating that portion of SW Hedlund Avenue described above be made, and that such other and further proceedings be had as may be necessary.

*Helen V. Stoll by Norman A. Stoll*  
HELEN V. STOLL  
*per atty in fact*  
*Norman A. Stoll*  
NORMAN A. STOLL

WILLIAM C. BROWN, Trustee for the William C. Brown Family Trust, dated July 6, 1978

\_\_\_\_\_  
SAEID SANAEE

\_\_\_\_\_  
RICHARD M. SEPPA

\_\_\_\_\_  
SHARON G. SEPPA

SUBMITTED BY:

*Sandra L. Kohn*  
SANDRA L. KOHN, OSB # 83263  
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.  
209 SW Oak Street, Suite 500  
Portland, OR 97204  
503-227-1600

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WHEREFORE, Petitioners pray that an Order vacating that portion of SW Hedlund Avenue described above be made, and that such other and further proceedings be had as may be necessary.

\_\_\_\_\_  
HELEN V. STOLL

\_\_\_\_\_  
NORMAN A. STOLL

  
\_\_\_\_\_  
WILLIAM C. BROWN, Trustee for the  
William C. Brown Family Trust,  
dated July 6, 1978

\_\_\_\_\_  
SAEID SANAEE

\_\_\_\_\_  
RICHARD M. SEPPA

\_\_\_\_\_  
SHARON G. SEPPA

SUBMITTED BY:

\_\_\_\_\_  
SANDRA L. KOHN, OSB # 83263  
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.  
209 SW Oak Street, Suite 500  
Portland, OR 97204  
503-227-1600



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WHEREFORE, Petitioners pray that an Order vacating that portion of SW Hedlund Avenue described above be made, and that such other and further proceedings be had as may be necessary.

HELEN V. STOLL

NORMAN A. STOLL

WILLIAM C. BROWN, Trustee for the William C. Brown Family Trust, dated July 6, 1978

SAEED SANAAE

*Richard M. Seppa*  
RICHARD M. SEPPA

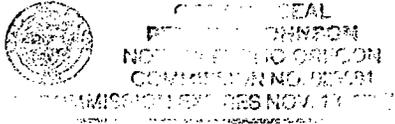
*Sharon G. Seppa*  
SHARON G. SEPPA

SUBMITTED BY:

SANDRA L. KOHN, OSB # 83263  
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.  
209 SW Oak Street, Suite 500  
Portland, OR 97204  
503-227-1600

1 STATE OF OREGON )  
2 ) ss  
3 County of Multnomah )

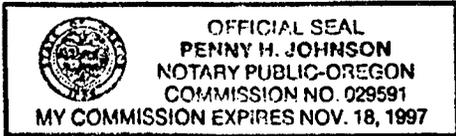
4 The foregoing instrument was acknowledged before me this  
5 5 day of February, 1996 by N. Robert Stoll, attorney-  
in-fact for Helen V. Stoll under power of attorney dated  
6 April 13, 1995.



7 Penny H. Johnson  
8 Notary Public for Oregon  
My commission expires: 11-18-97

9 STATE OF OREGON )  
10 ) ss  
11 County of Multnomah )

12 The foregoing instrument was acknowledged before me this  
13 6 day of February, 1996 by Norman A. Stoll



14 Penny H. Johnson  
15 Notary Public for Oregon  
My commission expires: 11-18-97

16 STATE OF OREGON )  
17 ) ss  
18 County of Multnomah )

19 The foregoing instrument was acknowledged before me this  
20 day of \_\_\_\_\_, 1995 by William C. Brown, as Trustee  
for the William C. Brown Family Trust, dated July 6, 1978.

21 \_\_\_\_\_  
22 Notary Public for Oregon  
My commission expires: \_\_\_\_\_

1 STATE OF OREGON )  
2 ) ss  
3 County of Multnomah )

4 The foregoing instrument was acknowledged before me this  
5 day of \_\_\_\_\_, 1995 by N. Robert Stoll, attorney-  
6 in-fact for Helen V. Stoll under power of attorney dated  
7 \_\_\_\_\_.

8 \_\_\_\_\_  
9 Notary Public for Oregon  
10 My commission expires: \_\_\_\_\_

11 STATE OF OREGON )  
12 ) ss  
13 County of Multnomah )

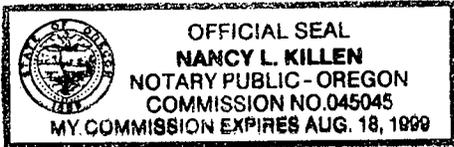
14 The foregoing instrument was acknowledged before me this  
15 day of \_\_\_\_\_, 1995 by Norman A. Stoll

16 \_\_\_\_\_  
17 Notary Public for Oregon  
18 My commission expires: \_\_\_\_\_

19 STATE OF OREGON )  
20 ) ss  
21 County of Multnomah )

22 The foregoing instrument was acknowledged before me this  
23 21<sup>ST</sup> day of February, 1995 by William C. Brown, as Trustee  
24 for the William C. Brown Family Trust, dated July 6, 1978.

25 Nancy L Killen  
26 \_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 8-18-99





1 STATE OF OREGON )  
2 ) ss  
3 County of Multnomah )

4 The foregoing instrument was acknowledged before me this  
5 2nd day of October, 1995, by Saeid Sanaee.

6 Lori A. Krahn  
7 Notary Public for Oregon  
8 My commission expires: 4-12-98

9 STATE OF OREGON )  
10 ) ss  
11 County of Multnomah )

12 The foregoing instrument was acknowledged before me this  
13 day of \_\_\_\_\_, 1995, by Richard M. Seppa.

14 \_\_\_\_\_  
15 Notary Public for Oregon  
16 My commission expires: \_\_\_\_\_

17 STATE OF OREGON )  
18 ) ss  
19 County of Multnomah )

20 The foregoing instrument was acknowledged before me this  
21 day of \_\_\_\_\_, 1995, by Sharon G. Seppa.

22 \_\_\_\_\_  
23 Notary Public for Oregon  
24 My commission expires: \_\_\_\_\_

1 STATE OF OREGON )  
2 ) ss  
3 County of Multnomah )

4 The foregoing instrument was acknowledged before me this  
5 day of \_\_\_\_\_, 1995, by Saeid Sanaee.

6 \_\_\_\_\_  
7 Notary Public for Oregon  
8 My commission expires: \_\_\_\_\_

8 STATE OF OREGON )  
9 ) ss  
10 County of ~~Multnomah~~ Washington )

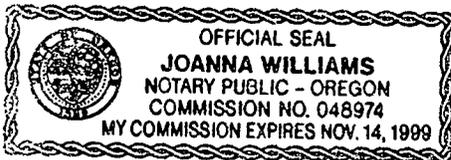
11 9<sup>th</sup> The foregoing instrument was acknowledged before me this  
12 day of February, ~~1995~~, by Richard M. Seppa.  
13 1996



13 Joanna Williams  
14 Notary Public for Oregon  
15 My commission expires: Nov 14, 1999

15 STATE OF OREGON )  
16 ) ss  
17 County of ~~Multnomah~~ Washington )

18 9<sup>th</sup> The foregoing instrument was acknowledged before me this  
19 day of February, ~~1995~~, by Sharon G. Seppa.  
20 1996



20 Joanna Williams  
21 Notary Public for Oregon  
22 My commission expires: Nov 14, 1999



 **TICOR TITLE INSURANCE**

1629 SW SALMON  
PORTLAND, OREGON 97205  
(503) 224-0550

March 28, 1995

SANDRA L. KOHN  
STOLL STOLL BERNE AND LOKTING  
209 SW OAK ST  
PORTLAND OR 97204

RE: M630454  
Road Vacation Report - AMENDED

Dear Sandra,

At your request, in connection with a proposed road vacation we have searched the Multnomah County Records to determine if there are any recorded easements, licenses, franchises or similar documents affecting the road area to be vacated, described as follows:

The East 30 feet of the West 290 feet of Tract 13, PALATINE HILL, and the East 30 feet of the West 290 feet of the North 125 feet of Tract 12, PALATINE HILL, in the County of Multnomah and State of Oregon.

As of March 8, 1995 at 8:00 A.M., we find no recorded easements, licenses, franchises or similar documents affecting said property except the following:

1. Exception and reservation as contained in Deed

From: Graham Merrill Company, an Oregon corporation,  
To: Anna W. Foster  
Dated: August 11, 1910  
Recorded: September 7, 1910  
Book: 511 Page: 66  
Deed Records.  
Affects: North 125 feet

2. Exception and reservation as contained in Deed

From: Graham Merrill Company, an Oregon corporation,  
To: C.E. Power  
Dated: September 9, 1910  
Recorded: February 25, 1911  
Book: 531 Page: 81  
Deed Records.  
Affects: South 25 feet



## TICOR TITLE INSURANCE

### 3. Exception and reservation as contained in Deed

From: Graham Merrill Company, an Oregon corporation,  
To: George E. Merrill  
Dated: October 9, 1911  
Recorded: October 11, 1911  
Book: 556 Page: 28  
Deed Records.  
Affects: South 25 feet

### 4. Exception and reservation as contained in Deed

From: Harry G. Thompson, et ux  
To: Herbert M. Clark, et ux  
Dated: August 2, 1943  
Recorded: August 10, 1943  
Book: 769 Page: 499  
Deed Records.

### 5. Easement(s) as granted in instrument, including the terms and provisions thereof,

From: C.A. Foster and Pearl Foster, his wife  
To: Portland General Electric Company, an Oregon corporation, and Pacific Telephone and Telegraph Co., a California corporation,  
Recorded: June 1, 1940  
Book: 551 Page: 485  
Records of Multnomah County, Oregon.  
Affects: Northerly part

### 6. Easement(s) as granted in instrument, including the terms and provisions thereof,

From: Pearl Foster, a widow  
To: Palatine Hill Water District, a municipal corporation  
Recorded: July 28, 1950  
Book: 1421 Page: 58  
Records of Multnomah County, Oregon.  
Affects: Northerly 15 feet

### 7. Easement(s) as granted in deed, including the terms and provisions thereof,

From: Louise Morley, a widow  
To: Robert T. Harrington and Lila D. Harrington, husband and wife,  
Recorded: December 29, 1961  
Book: 2096 Page: 293  
Records of Multnomah County, Oregon.  
For: construction and maintenance of water and utility lines  
Affects: West 15 feet

### 8. Easement(s) as reserved in Deed, including the terms and provisions thereof,

From: Robert T. Harrington and Paulette Q. Harrington, husband and wife  
To: Van Evera Bailey and Janet M. Bailey  
Recorded: April 8, 1965  
Book: 268 Page: 272  
Exhibit B  
Pg 2 of 16

 **TICOR TITLE INSURANCE**

Records of Multnomah County, Oregon.  
For: utilities

9. Exception and reservation as contained in Deed  
From: N.W. Hunter and Mary Y. Hunter  
To: Helen V. Stoll  
Dated: July 17, 1967  
Recorded: July 19, 1967  
Book: 571 Page: 1631  
Deed Records.

Our liability hereunder is limited to the amount paid for this report.

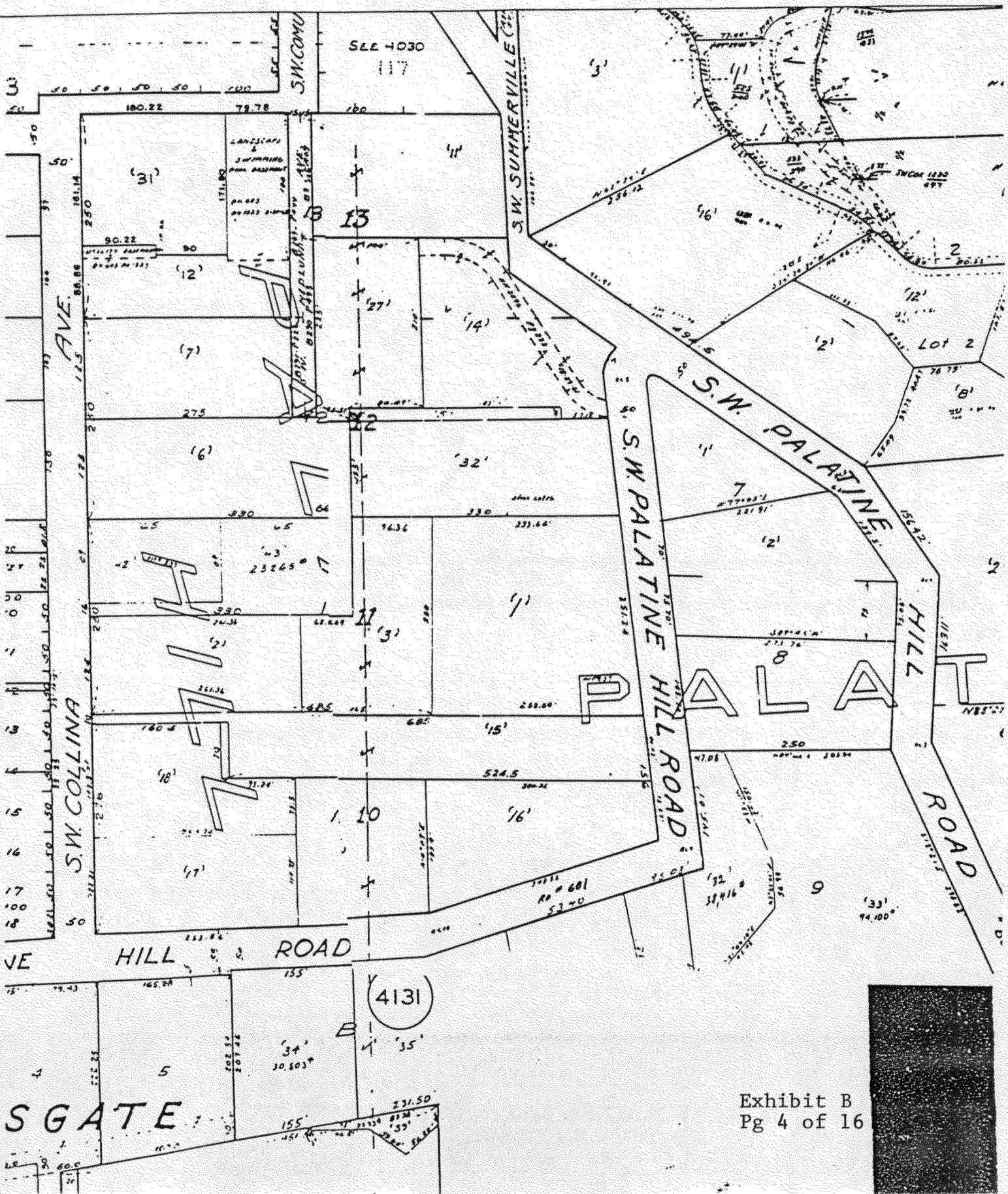
TICOR TITLE INSURANCE COMPANY.

BY   
Tom McColloch, Senior Title Officer

TM/sc

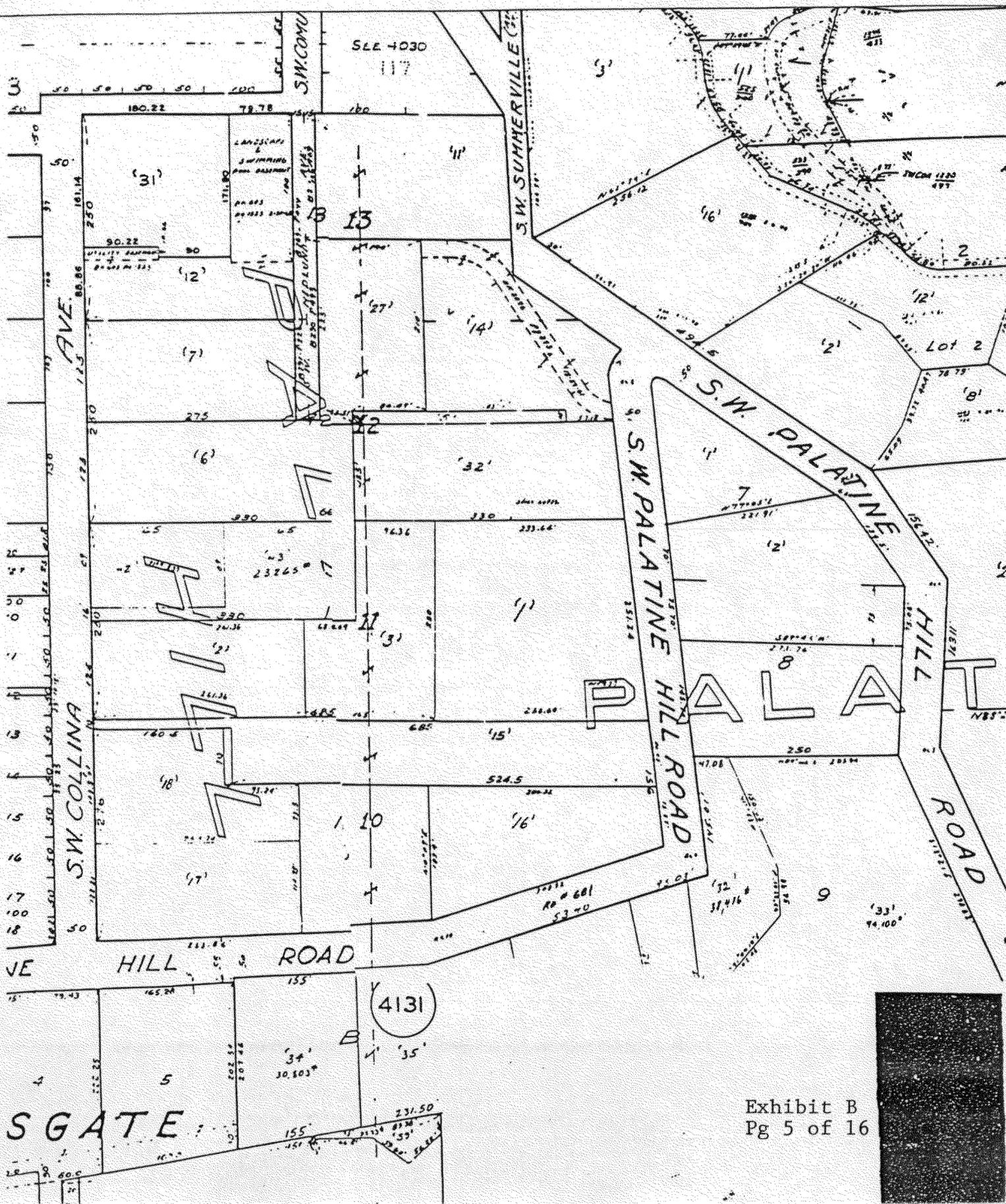
The sketch below is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

# TICOR TITLE INSURANCE



The sketch below is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

# TICOR TITLE INSURANCE





34589

Resemant 21 July 17 1950

Pearl Foster, a widow, fp to  
Palatine Hill Water District, an Ore Kuni Corp, sp.

fp - does hby GBSC to sp a r/w for its water pipe ln under  
the folg deed str piece or parcel of ld in Tract 13,  
Palatine Hill, in MCO, mpdf:

Be the NE cor of Tract 13, Palatine Hill; th West 290 ft  
alg the North ln of sd Tract; th South 15 ft; th East and  
pll to sd North ln of Tract 13 to the East ln of sd Tract;  
th Nly alg the East ln of sd Tract to the pob.

Reserving to the fp the right to cultivate and to use and  
enjoy sd r/w, but without interfering v the right of way  
hin gtd to the sp.

That the Pties hereto cov v ea other as fol:

1. That the sp shall hv the ri to dig up the ground alg sd r/w  
to lay, relay, and renew its pipe line undr sd prms and to  
dig up and repair and mtn sd pipe ln and mk connections and  
alteration thereto; and the Sp at all tms, shall hv the (cont'd)

34589 cont'd

July 28 1950

right to enter upon sd prms and to do all t may be reasonable,  
proper and nec then; but the sp shall permit no one exc its'  
employees, engineers and the employees of any company doing  
construction work on the second pties' pipe lines under a cont  
or conts let by the sp.

2. That the sp shall replace any sod, plants and small  
shrubbery t may be dug up by the sp on sd r/w.

Sig Pearl Foster // Ack by Pearl Foster, a widow, July 17 1950.  
Sig PALATINE HILL WATER DISTRICT By P O Wright, Pres. G W Haerle,  
Ack July 28 1950. Corp Sec1 Secy.

34590

Sat of Mtg July 15 1950

John Karamanos and Tom Lilles to Harvey Isaacs and Ruth A  
Isaacs, h&v

Sat of Mtg at June 24 1949, md by sp to fp and rec MCO  
in PsMtg Bk 1173 pg 9 on June 28 1949.

Sig John D Karamanos, Thomas Lilles  
Ack by John Karamanos and Tom Lilles.

13057

Esmt \$1 Mar. 28 1940

C A Foster & Pearl Foster, his wf, to sm as abv and  
The Pacific Telephone and Telegraph Company a Calif corp  
G Esmt &/or r/w sit in MCO of such width etc etc \*\*\*

Be the NW cor of the gtrs' ppty, Tax Lots 10 & 11 in Blk  
13, Palatine Hill Subdivision MCO & rng th over & across =  
ppty Ely adjacent to the N ppty ln for a dist of 239.6 ft to  
a pt in the W ln of S W Summerville Ave, as shown in red  
on print of Drg KB-2217 atchd hereto & for purps of descr  
md a part hecf. ToE&H - etc ri of ingress & egress etc \*\*

SIG & ACK

(print atchd)

June 1 1940

13058

QC & Esmt

\$1 ogvc

Apr. 12 1940

The First National Bank of Portland (Oregon) a corp  
to Portland General Electric Company a corp of Ore

Esmt & QC an Esmt &/or r/w sit in MCO of such width  
as may be reasonably nec to accomplish the purps of this  
Est on either side of a c l more partely daf:

In Blk 1 of West Highlands Subdivision in Sec. 6 of T1SR1E  
MCO; the Ely ln of Lot 1.

Also Esmt in the Sly ln of Lot 16, sd pt bg Ely a dist  
of 74' frm the SW cor thof & rng th S 34° 55' E for a  
dist of 264 ft to a pt on the Nly ln of Lot 11; th S  
13° 36' E a dist of 94 ft to a pt in the S ln of sd Lt 11.

In Blk 2 of said Subdivision.

Be the NE cor of Lt 13 & rng th S 53° 13' W a dist of 115 ft  
to the NE cor of Lt 14.

Also the Ely ln of Lt 14.

Also the Nly ln of Lt 17.

In Blk 3 of said Subdivision.

The Wly lines of Lts 2, 3, 4, 5, 6, 10, 11, 12, 13 & 16.

The Northerly ln of Lot 5.

The NWlv lines of Lts 13 & 14.

Exhibit B

Pg 8 of 16

NOT 72-27

WARRANTY DEED

PTS 211 W 1113 211

KNOW ALL MEN BY THESE PRESENTS, That I, LOUISE MORLEY, a widow and unmarried, grantor, in consideration of Ten Dollars, to be paid by ROBERT T. HARRINGTON and LILA B. HARRINGTON, husband and wife, grantees, do hereby grant, bargain, sell and convey unto the said grantees, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, and State of Oregon, bounded and described as follows, to-wit:

A portion of Tracts 12 and 13, PALATINE HILL, in the County of Multnomah and State of Oregon, described as follows:

Commencing at a stone monument in the southwest corner of Tract 12, Palatine Hill; thence East along the south line of said Tract 12, 130.90 feet; thence North 125.00 feet to the True Point of beginning of the tract to be described; thence West 95.51 feet; thence North 225.00 feet; thence East 140.00 feet; thence South 210.00 feet; thence West 84.49 feet; thence South 15.00 feet to the point of beginning, subject, however, to the following:



1. Whosoever rights or interests may now exist (it being the intent of the grantor not to enlarge or increase such rights or interests as may now exist) in any person or persons by reason of the following:
  - (a) Exception and reservation as contained in deed from Graham Merrill Company, an Oregon corporation, to Anna W. Foster, dated August 11, 1910, recorded September 7, 1910 in Book 311 page 66, Deed Records, as follows: "excepting a 15 foot public roadway along the west line of said parcel of land which is hereby reserved from this conveyance."
  - (b) Exception and reservation as contained in deed from Graham Merrill Co., an Oregon corporation, to G. E. Power, dated September 9, 1910, recorded February 25, 1911 in Book 331 page 81, Deed Records, as follows: "excepting a 15 foot public roadway along the west line of said parcel of land which is hereby reserved from this conveyance."
2. The following covenant and restriction which runs with the land and shall be binding upon the grantees, their heirs, administrators, executors and assigns of the property conveyed herein or any part thereof: The entire property conveyed herein shall not be occupied by more than a single one-family dwelling house or residence and shall not in any way be subdivided or broken up so as to permit the erection and maintenance thereon of more than said single one-family dwelling house or residence. This covenant and restriction

TITLE AND TRUST COMPANY

53312

DEC 29 1961

Aug 10, 1943

JM

23553  
~~23554~~

769  
499

WD \$10.00 Aug 2, 1943 (USS \$17.05 enc)

Harry G. Thompson and Eva A. Thompson, his wife  
to Herbert M. Clark and Hedwig Clark, his wife, and  
Herbert M. Clark, Jr., their son, their hrs and assigns

GBSC all of the fdrp in MCO, bdf, to-wit:  
Beg at the NW corner of Tract 13, in Palatine Hill,  
beg to the map and plat thereof, dated March 18, 1890, and  
recorded March 27, 1890, in Book 151, pg 15 of the  
Plat records of MCO; th running Easterly along the North  
line of said Tract 13, 275 ft to a pt; th Southerly and  
par to the West line of Tract 13, 250 ft to a pt; th Wly  
along the South line of Tract 13, 275 feet to the West  
line of Tract 13; th Nly 250 feet along the West line of  
Tract 13 to place of beg, reserving therefrom a strip 15  
feet wide along the East line of said Tract, which is to be  
used as a permanent highway

The grantees herein do not take the title to sd ppty in  
common, but with the right of survivorship; that is that  
the fee shall vest in the last survivor of the grantees.

FFI except 1943-4 taxes

Signed

Ack. San Mateo Calif.

-----

23554

B S DEED \$1.00 Jan 27, 1942 (USS 55¢ coid)

William A. Schoepper and Virginia Lee Schoepper, his wife,  
and Edward R. Schoepper, an unmarried man to Anna K. Schoepper,  
her hrs

GBSC all the fol bdrp in MCO, being more partely desc as  
fol:  
Lots 1 and 2, Block 70, in Portland City Homestead, CP MCO; and  
also  
Lot 4 Block 27, in Portland City Homestead, within the corp  
limits of the CP MCO.

- - and also all our estate, r, t, and int, in and to the  
same including dower and claim of dower.

Signed

Ack.

-----

23555

WD \$10.00 Aug 10, 1943 (USS \$2.20 enc)

J.C. Veazie, widower, to Louie Mattioda and Lucy Mattioda,  
husb and wife; the survivor of them and his or her heirs  
and assigns

GBSC all the frp in CP MCO bdf, to-wit:  
The West 44.9 feet of Lot 8, and the West 44.9 feet  
of the South 33 feet of Lot 7 in Block 3, Lovegren  
to the City of Portland. Exhibit B  
pg 10 of 16

shall operate for the benefit of the grantor, her heirs and assigns with respect to the remainder of her property in said Tracts 12 and 13, Palatka Hill addition, or any part thereof, which is adjacent to the property conveyed hereto.

And ALSO, an easement for road purposes in connection with the use and occupancy of the above-described premises over and across that certain twenty (20) foot strip of land, the center line of which is described as follows: Beginning at a point on the east line of the above-described tract, which point is south 10.00 feet from the northeast corner of said tract; thence East, 10.00 feet south of and parallel to the extension of the north line of the above-described tract, a distance of 30.00 feet; thence on the arc of a curve right, having a radius of 80.97 feet and a central angle of 57° 01' 40", the long chord bears S. 61° 29' 10" E. a distance of 77.31 feet; on arc distance of 80.59 feet; thence S. 37° 58' 30" E. 163.48 feet; thence on the arc of a curve left, having a radius of 63.50 feet and a central angle of 57° 01' 40", the long chord bears S. 61° 29' 10" E. a distance of 60.63 feet; on arc distance of 63.20 feet to a point in the west line of S. W. Summerville Avenue, which point is north 12.00 feet from the southeast corner of the north half of Tract 12.

And ALSO, an easement for construction and maintenance of water and utility lines over and across the west Halfway (155) feet of that parcel of real property described as the North One Hundred Fifty (150) feet of Tract 13 except the West 275 feet, Palatka Hill.

TO HAVE AND TO HOLD the above-described and granted premises unto the said grantees, their heirs and assigns forever.

And I, the grantor, do covenant that I am lawfully seized in fee simple of the above-granted premises free from all encumbrances.

And that I will and my heirs, executors and administrators, shall warrant and forever defend the above-granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whatsoever.

WITNESS my hand and seal this 14th day of November, 1961.

*Lewis F. S. Russell* (GRANTOR)

STATE OF OREGON  
(Williams)  
County of Multnomah )

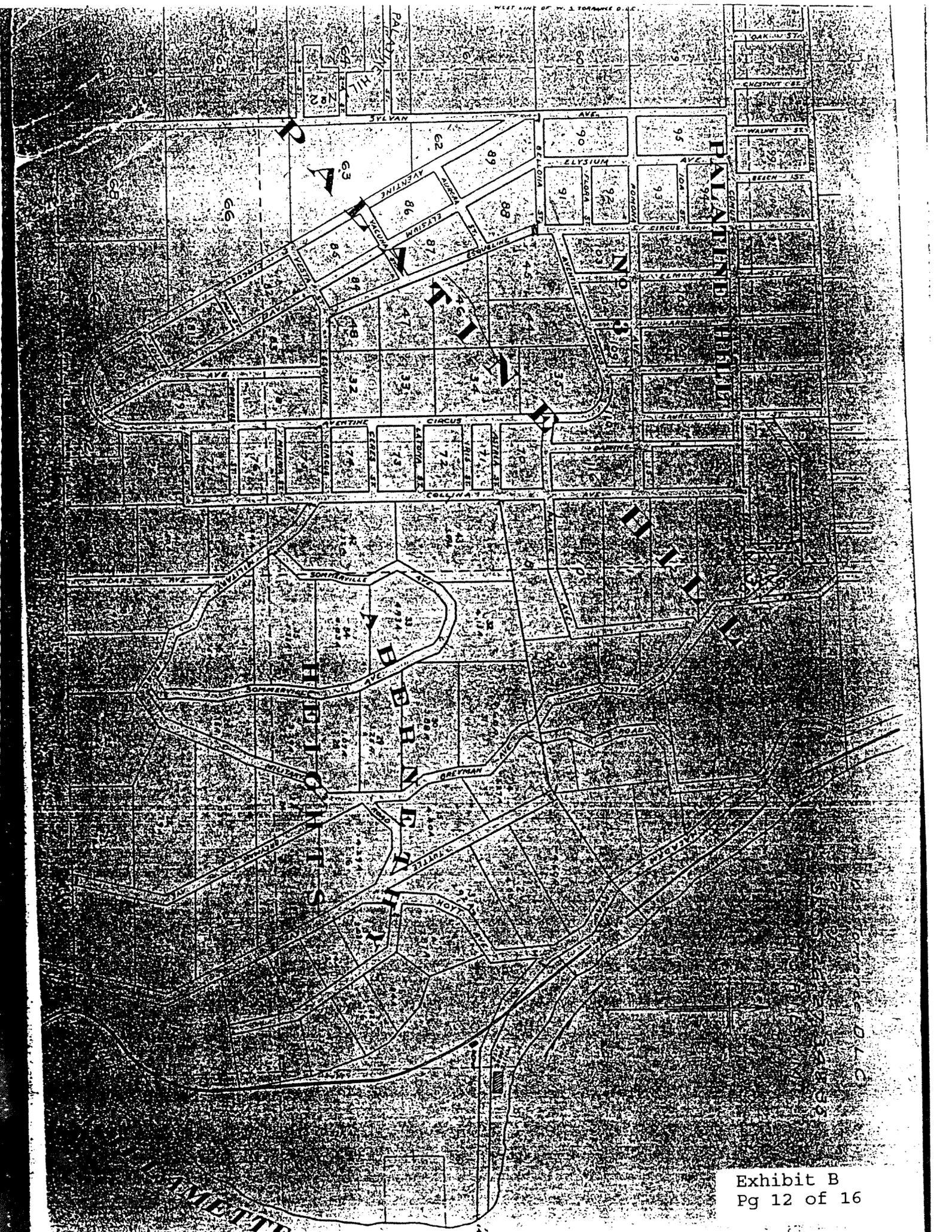
On this 14th day of November, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within-named LOUISE WHEAT, a widow and unmarried, who is known to me to be the identical individual described in and who executed the within instrument, and whom I judged to be that she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*M. A. Bennett*  
Notary Public for Oregon  
My commission expires 1-5-64



SEAL DOCUMENT 53312 RECORDED DEC 29 1961 9:04 AM SI CORR



WOP N PM 12-14

in honor or by reason of this instrument; provided, that always and in case of the forfeiture herein provided for the taking place, if there is at the time a mortgage lien on said premises, the mortgagee shall have the option to take the said premises to hold on the like terms and conditions, and to be subject to forfeiture in its name for like causes and on the same conditions as hereinbefore provided, as against the grantor herein, his heirs, assigns or legal representatives.

and G. H. Lombard, grantor above named, does covenant to and with George W. Hyland the above named grantee, his heirs and assigns, that the above granted premises are free from all encumbrances except all taxes and city assessments levied against said property since Nov. 1st 1910 that he will, and his heirs, executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof, against the law-ful claims and demands of all persons whatsoever except said taxes and assessments.

IN WITNESS WHEREOF, the grantors above named hereunto set their hands and theirecals on the first day of December A. D. 1910.

GIVEN, sealed and delivered in

presence of the following witnesses:

G. H. Lombard  
G. H. Lombard  
Caroline H. Lombard

Notary Public in and for Oregon

I, A. E. MIDIAN, Notary Public in and for said County and State, personally appeared the within named G. H. Lombard and Caroline H. Lombard, his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

(Notarial Seal) A. E. Midian  
Notary Public in and for Oregon.

-----000-----

GRANTOR'S COMPANY TO POWER.

KNOW ALL MEN BY THESE PRESENTS, That Graham Merrill Company, a corporation duly organized and incorporated under the laws of the State of Oregon in consideration of Three Thousand (\$3,000) Dollars to it paid by C. E. Power does hereby grant, bargain, sell and convey to said C. E. Power heirs and assigns forever, the following described parcel of real estate, situate, lying and being in the County of Multnomah and State of Oregon to-wit:

Beginning at the South East corner of tract thirteen (13) in Palestine Hill, according to the plat thereof, on file and of record in the office of the County Clerk of Multnomah County, Oregon, running thence westerly on the North line of said tract thirteen (13), three hundred and eighty two (382) feet to a point, thence northerly on a line parallel with the West line of said tract thirteen (13), one hundred and twenty five feet to

thence Easterly on a line parallel with the South line of said tract thirteen (13), two hundred ninety three and twenty four hundredths (293.24) feet, to the East line of said tract thirteen (13); thence Southerly along the East line of said tract thirteen (13), forty nine and nine tenths (49.9) feet to a point thence Southwesterly along the East line of said tract thirteen (13), one hundred and twenty five (125) feet to the place of beginning, excepting a fifteen foot (15) public roadway, along the West line of said parcel of land, which is hereby reserved from this conveyance, and an eighth (1/8) interest in the waters of the river upon premises heretofore conveyed by the grantor to Lola T. Ketterbach; said right to be exercised subject to the prior right of said Lola T. Ketterbach; and in the manner and subject to the conditions set out in the reservation in said deed to said Lola T. Ketterbach, reference to which is hereby made.

Together with the tenements, improvements and appurtenances thereunto belonging, or in anywise appertaining, and also all its estate, right, title and interest, at law and equity therein and thereto.

TO HAVE AND TO HOLD the same to the said C. E. Ketterbach heirs and assigns forever, as also the said Graham Merrill Company does covenant with the said C. E. Ketterbach and his legal representatives forever, that the said real estate is free from all incumbrances, and that it will, and its successors shall, WARRANT AND DEFEND the same to the said C. E. Ketterbach, his heirs and assigns forever against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, Graham Merrill Company pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its Secretary, and its corporate seal to be hereunto affixed this 9th day of Sept. A. D. 1910.

Signed, sealed and Delivered in the presence of us, the Witnesses:  
 Miss Ethyl L. McClure  
 N. G. Lerby  
 (Notarial Seal)  
 Graham Merrill Co  
 P. C. Gruber President  
 Graham Merrill Co.  
 Secretary

NOTARIAL SEAL  
 COUNTY OF WASHINGTON

On this 9th day of September 1911 before me appeared P. C. Gruber and P. C. Gruber both to me personally known, who being duly sworn, did say that he, the said P. C. Gruber is the President, and he, the said P. C. Gruber is Secretary of Graham Merrill Company Limited Liability Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said P. C. Gruber and P. C. Gruber acknowledged said instrument to be the free act and deed of said Corporation.

I, HENRY G. KUPPER, I have hereunto set my hand and affixed my official seal, this 9th day and year first aforesaid, my certificate written.

(Notarial Seal)  
 Henry G. Kupper  
 Notary Public in and for said County and State.

Rec. for record Feb. 25, 1911 at 1:40 P. M.  
 H. W. 20687  
 HALL, SE & W. TO SWOFFORD

SHOW ALL...  
 of Portland in the State  
 lars, to the said C.  
 bargain, sell and convey,  
 bounded and described as  
 follows: Lot number 11  
 subdivision of Block 11  
 shown on plat and map  
 recorded in the office of  
 the County of Oregon, to  
 wit: All of Lot number  
 (11) in subdivision of B  
 now the City of Portland  
 recorded plat and map the  
 TO HAVE AND TO HOLD

recover against the above granted premises, and every part and parcel thereof, against the legal claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, the said Glen Harbor Realty Co., the grantor above named, has caused these presents to be signed by its officers and its corporate seal to be hereunto affixed pursuant to authority of its Board of Directors, this 31st day of August 1910.

Signed in the presence of:

Chester V. Dolph

S. M. Boyland

STATE OF OREGON, )  
County of Multnomah. ) ss.

GLENN HARBOR REALTY CO.,

By Hugh C. Gearin, Pres.

GLENN HARBOR REALTY CO.,

Jno. M. Gearin, Secretary.

(CORPORATE SEAL.)

On this 31 day of August A. D. 1910, before me appeared Hugh C. Gearin to me personally known, who, being duly sworn, did say that he is the President of the Glen Harbor Realty Co and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors. And said Hugh C. Gearin acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 31st day first in this my certificate written.

(NOTARIAL SEAL.)

Chester V. Dolph,

Received for record Aug 31, 1910 at 11:15 A. M.

L. J. - #12302

GRAHAM MERRILL CO TO POSTER

KNOW ALL MEN BY THESE PRESENTS, That Graham Merrill Company, a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of Three Thousand (\$3000) Dollars to it paid by Anna W. Poster does hereby grant, bargain, sell and convey unto said Anna W. Poster heirs and assigns forever, the following described parcel of real estate, situate, lying and being in the County of Multnomah and State of Oregon, to-wit: Beginning at the Northeast corner of tract numbered thirteen (13) Palatine Hill, according to the plat thereof, on file and of record in the office of the County Clerk of Multnomah County, Oregon; running thence Westerly along the North line of said tract Thirteen (13) Two Hundred ninety (290) feet to a point, thence Southerly and on a line parallel to the West line of said tract thirteen (13) one hundred and twenty five (125) feet to a point, thence Easterly on a line parallel to the North line of said tract numbered thirteen (13) two Hundred ninety-three and twenty four-hundredths (293.24) feet to a point on the East line of said tract thirteen (13), thence Northerly along the east line of said tract thirteen (13) one hundred and twenty-five (125) feet, to the place of beginning, (excepting a fifteen (15) foot public roadway, along the west line of said parcel of land, which is hereby reserved from this conveyance;) and an eighth (1/8) interest in the waters of the spring, upon premises heretofore conveyed by the grantor to Lela T. Kettinbach, said eighth interest to be exercised subject to the prior right of said Lela T. Kettinbach, and in the manner and subject to the conditions, set out in the reservation in said deed to said Lela T. Kettinbach, reference to which is hereby made.







## Exhibit D

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
 DIVISION OF PLANNING  
 AND DEVELOPMENT  
 2115 S.E. MORRISON STREET  
 PORTLAND, OREGON 97214  
 (503) 248-3043

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

**MEMORANDUM**

**To:** Gerald H. Itkin, Assistant County Counsel (106/1530)  
**From:** Mark R. Hess, Planner (412/106)  
**Date:** February 23, 1995  
**Subject:** SANAE & SEPPA EASEMENT ACCESS AND STREET FRONTAGE  
 REQUIREMENTS IF S.W. HEDLUND AVENUE IS VACATED  
 Circuit Court Case No. 9403-01631 Planning Division Files: HV 21-93; ZV 37-93

This memorandum supplements and revises a memorandum dated May 31, 1994. Section II of the 5/3194 memorandum describes a zoning-related issue which concerns the property located immediately south of Mr. Sanaee's house, currently owned by Richard and Sharon Seppa (Tax Account #R-63880-2470). As expected, the proposed vacation of SW Hedlund Avenue Right-of-Way west of the Sanaee house will also involve the Right-of-Way extending to the south, which abuts the west boundary of the "Seppa" property. The Seppa property will become 'land-locked' if the SW Hedlund Avenue Right-of-Way is vacated because the lot would no longer 'abut a street'. This type of lot configuration requires an "Access-by-Easement" approval after a public hearing pursuant to MCC 11.15.2844(G) [see also: definitions in MCC 11.15.0010 for: lot line, yard, street, and road].

County Planning Division records confirm that the existing easement access to the Seppa property was approved by the County Planning Commission in 1967 [refer to attached copies of case file C 35-67].

Please call me at extension #2597 to discuss the above or other zoning issues, or if I can provide other information relevant to the case.

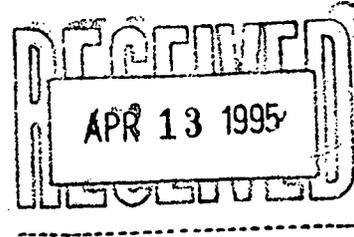
cc: Richard and Sharon Seppa  
 John Dorst, County Transportation

AN EQUAL OPPORTUNITY EMPLOYER

U S WEST Communications, Inc.  
1400 Southwest Fifth Avenue Room 604  
Portland, Oregon 97201

Exhibit E

**USWEST**  
COMMUNICATIONS 



April 12, 1995

Sandra Kohn  
209 SW Oak Street  
Portland, Oregon 97204

Re: Street Vacation on SW Hedlund Avenue

Dear Sandra:

U S WEST has no existing communications facilities in this street and has no objections to the street vacation.

Sincerely,

Richard J. Louie  
Manager, Engineering

RECEIVED  
MAR 08 1995

NORTHWEST



NATURAL GAS COMPANY

220 N.W. SECOND AVENUE

PORTLAND, OREGON 97209

GAS LINE LOCATING SERVICE  
(503) 220-2415

MARCH 7, 1995

STOLL STOLL BERNE & LOKTING P.C.  
C/O SANDRA L. KOHN  
209 SOUTHWEST OAK STREET  
PORTLAND OREGON 97204

Re: STREET VACATION: SW HEDLUND AVE

DEAR MS. KOHN:

THIS LETTER IS TO INFORM YOU THAT WE HAVE NO FACILITIES IN THE STREET UNDER CONSIDERATION FOR VACATION AND HAVE NO OBJECTION TO THE VACATION OF THIS STREET. ENCLOSED IS OUR PLAT OF THE AREA AND NOTE WE SHOW THE STREET TO BE VACATED AS SW COMUS. THIS IS ON OUR PLAT NUMBER 41-30 IN THE N.E. CORNER OF THE NE SECTION OF NUMBER 34 TOWNSHIP ONE SOUTH RANGE ONE EAST. THE ENCLOSED MAP OF OUR FACILITIES IS FOR YOUR INFORMATION ONLY AND WOULD NEED TO BE PHYSICALLY LOCATED FOR ACCURATE LOCATION.

SHOULD YOU NEED ANY FURTHER INFORMATION FEEL FREE TO CALL ME AT (503) 721-2449.

SINCERELY,

G. SCOTT PALMER  
UTILITIES LIAISON COORDINATOR



# PALATINE HILL WATER DISTRICT

BOOKKEEPING  
P.O. Box 1193  
Lake Oswego, Oregon 97035  
Phone 636-8420

ROBERT STEVENSON  
Phone 636-4063

RECEIVED  
MAR 10 1995

March 9, 1995

Ms Sandra L. Kohn  
Stoll, Stoll, Berne, Lokting and Shlaeter, PC  
209 SW Oak Street  
Portland, OR 97204

RE: Street Vacation - S W Hedlund Avenue

Dear Ms Kohn:

Pursuant to our telephone discussion of Wednesday, March 8, 1995, I am submitting the following information regarding the proposed vacation of S W Hedlund Avenue.

The Palatine Hill Water District has a 12 inch main in an easement consisting of the northerly 15 feet at the (shaded) Sanaee property. This main crosses Hedlund Avenue in a northeasterly direction and continues westerly in Comus Street to Collina Avenue.

In addition, a small diameter service line runs southerly in Hedlund Avenue from the aforementioned 12 inch main to serve Lot (27). Due to the steepness of the terrain and questionable alignment of this service line, the Palatine Hill Water District will require an easement consisting of the northerly 165 feet of Hedlund Avenue for its full width of 30 feet.

If you have any questions or need additional information, please call.

Sincerely,



Robert D. Kennedy



Portland General Electric Company

RECEIVED  
MAR 13 1995

March 8, 1995

Sandra L. Kohn

Stoll Stoll Berne Lokting & Schlachter P.C.

Dear Sandra,

Enclosed is a map of PGE's facilities within the area you requested information about. PGE needs to maintain the existing easement for our facilities here.

If you have any questions please call.

Thank You,

A handwritten signature in black ink that reads 'Ed Gorman'. The signature is written in a cursive, flowing style.

Ed Gorman 464 7202

Service and Design

Consultant



RECEIVED

MAR 20 1995



TCI Cablevision of Oregon, Inc.

March 17, 1995

Sandra L. Kohn  
Stoll Stoll Berne Lokting & schlachter P.C.  
209 Southwest Oak Street  
Portland, Oregon 97204

RE: Street Vacation: SW Hedlund Street

Dear Ms. Kohn:

TCI has no underground plant on SW Hedlund, however, we do contact some utility owned poles aerially. We are providing overhead service to 10505, 10634, 10647 and 10666 SW Hedlund. We do want to retain any access needed to provide any type of service, addition, upgrade, maintenance or other need to these customers.

Other than that we have no objection to the roadway being vacated and generally this has not caused any problems for either those with the vacation or TCI. If you have any further questions, please feel free to call me at 243-7497.

Sincerely,

*Linda Petersen*

Linda Petersen  
Utility Coordinator

RECEIVED

MAR 04 1996



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

February 29, 1996

Sandra Kohn  
Stoll, Stoll, Berne,  
Lotking & Shlacter, P.C.  
209 SW Oak Street  
Portland OR 97204

RE: SW Hedlund Road

Dear Sandra:

This letter is in response to a request for information relating to the possible location of sewer facilities within the right-of-way of SW Hedlund Road South of SW Comus Street. There are sewer facilities in the area proposed for vacation. The Dunthorpe Riverdale Sewer District will want to retain an easement of the entire 30 ft. for facilities and access to the facilities.

If you have any questions, need further information or would like to discuss this matter further, please call me at 248-3599.

Sincerely,

LARRY F. NICHOLAS, P. E.  
Director of Transportation

John K. Dorst  
Engineering Services Administrator

JDJS0642.ltr



RECEIVED  
MAR 17 1995

---

DEPARTMENT OF FIRE SERVICES

---

March 15, 1995

Ms. Sandra L. Kohn  
Stoll Stoll Berne Lokting & Shlachter  
209 Southwest Oak Street  
Portland, Oregon 97204

Dear Sandra,

As provider of fire protection and emergency medical services in the Riverdale/Dunthorpe area of Multnomah County, Oregon, the Lake Oswego Fire Department has no objection to vacating the portion of SW Hedlund Avenue as described in your fax dated March 14, 1995. This section is generally described as behind the address of 01875 SW Palatine Hill Road.

Very truly yours,

A handwritten signature in cursive script that reads "Phil Sample".

Phil Sample  
Fire Marshal

Exhibit K  
Pg 1 of 1

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

In the matter of the Vacation	)	<b>ORDER</b>
of SW Hedlund Avenue from SW Comus	)	97-14
Street south approximately 375 feet	)	

WHEREAS, pursuant to ORS 368.351, proceedings to vacate a portion of SW Hedlund were initiated by a petition dated May 15, 1996 which is on file at Multnomah County Yeon Shops, 1620 SE 190th Ave., Portland OR 97233, containing the signatures of all owners of property abutting that portion described as follows:

The east 30 feet of the west 290 feet of Tract 13, PALATINE HILL, a subdivision situated in Sections 26, 27, 34, and 35 T1S, R2E, WM, recorded March 16, 1886 in Book 2, Page 82, Plat Records of Multnomah County, and the east 30 feet of the west 290 feet of the North 125 feet of Tract 12, said PALATINE HILL as shown on the attached Exhibit A,

WHEREAS, the Director of the Department of Environmental Services has investigated vacating the said right-of-way, filed a report indicating that the proposed vacation is in the public interest and recommends that said right-of-way be vacated for the following reasons:

The portion of SW Hedlund Avenue described does not provide access to any property. SW Hedlund has not been built and the County has ascertained that development of SW Hedlund is unnecessary.

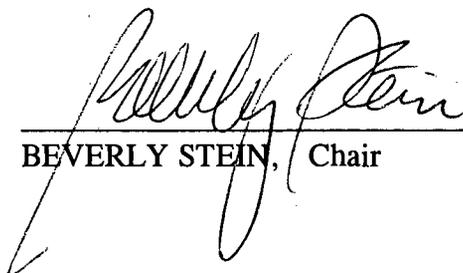
IT IS ORDERED that the portion of SW Hedlund Avenue described above be vacated and that portion be encumbered only by easement for the purpose of the construction, access and maintenance of sanitary and storm sewer, cable, water, telephone, electric and utilities, and

IT IS ORDERED that the County Surveyor is hereby directed to mark the plat as provided under ORS 271.230.

ADOPTED this 4th day of February, 1997

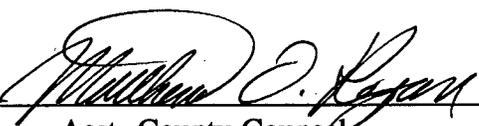


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
BEVERLY STEIN, Chair

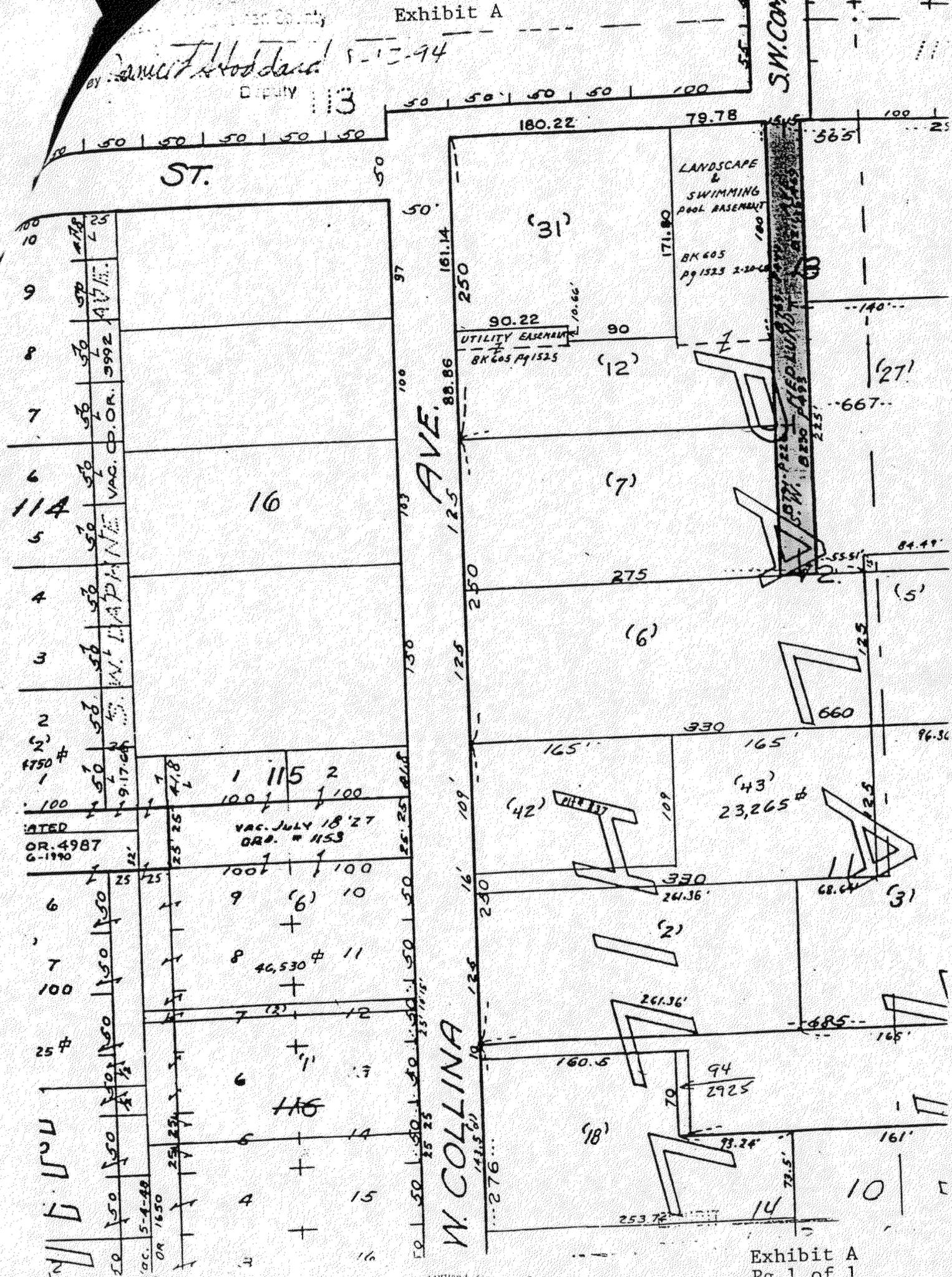
REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By   
\_\_\_\_\_  
Asst. County Counsel

BY: *Samuel Woodard* 5-17-94  
 Deputy 113

S.W. COM



MEETING DATE: FEB 4 1997

AGENDA #: R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution exempting the Library from Resolution 90-2

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: February 4, 1997

AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Library

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

CONTACT: Maria Rojo de Steffey

TELEPHONE #: 248-3955

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Don Barney, Chair, Library Gala Celebration Committee

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

RESOLUTION Exempting the Library from Resolution 90-2 and  
Allowing the Library Foundation to Serve Alcohol at the  
Library Gala Celebration

2/10/97 copies to Ginnie Cooper

BOARD OF  
COUNTY COMMISSIONERS  
97 JAN 29 PM 4: 04  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:  
(OR)  
DEPARTMENT  
MANAGER:

*Beryl Steinfur*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Maria Rojo de Steffey

TODAY'S DATE: January 28, 1997

REQUESTED PLACEMENT DATE: February 6, 1997

RE: RESOLUTION Exempting the Library from Resolution 90-2 and allowing the Library Foundation to serve alcohol at the Library Gala Celebration.

I. Recommendation/Action Requested:

Request approval of resolution

II. Background/Analysis:

This request is being made on behalf of the Library Foundation. The Library Foundation is sponsoring a grand opening of the Central Library on April 5, 1997. This event is being sold by ticket only and the Foundation would like the Board of County Commissioners approval for an exemption to the resolution. This is a fundraiser for the Library. There will not be any alcohol served at any other Library opening events.

III. Financial Impact:

No Cost to the County.

IV. Legal Issues:

None. All requirements for serving alcohol will be met.

V. Controversial Issues:

There is concern that serving alcohol by an agency that is responsible for public health education, health promotion and disease prevention is not in keeping with the County's mission.

VI. Link to Current County Policies:

VII. Citizen Participation:

Library Foundation only.

VIII. Other Government Participation:

No other government affected.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the matter of exempting the Library ) RESOLUTION  
from Resolution 90-2 and allowing the ) 97-13  
Library Foundation to serve alcohol at )  
the Library Gala Celebration )

WHEREAS, Multnomah County Resolution 90-2 (attached hereto) prohibits serving alcoholic beverages at events organized or produced by the County;

WHEREAS, the Library Foundation is sponsoring the grand opening of the Central Library on April 5, 1997 at a grand event for participation by ticket only and the opening of the Central Library will also include several special events, as well as, the re-dedication and opening on April 8, 1997.

WHEREAS, the Library Foundation is asking for an exemption to Resolution 90-2 for this specific event only;

WHEREAS, this is a unique, once in a century event held at the Central Library and will raise money for the Foundation's campaign for Central Library;

WHEREAS, the Library's other opening events will be open for the general public and alcohol will not be served at any other events;

IT IS HEREBY RESOLVED, that Multnomah County grants this exception to the resolution;

IT IS FURTHER RESOLVED, that the Library Foundation will encourage responsible behavior by signage at the event that refers to responsible drinking and that asks participants to designate a driver.

DATED this 4th day of February, 1997.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By *Matthew O. Ryan*  
\_\_\_\_\_  
Matthew O. Ryan, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the matter of prohibiting county )  
sponsorship of activities or events )  
co-sponsored by alcohol or tobacco ) RESOLUTION  
companies or promoted by such ) 90-2  
organizations. )

WHEREAS, Multnomah County is the local Public Health Authority responsible for public health education, health promotion, and disease prevention; and

WHEREAS, use of tobacco and alcohol are major causes of illness, disability, social dysfunction, and death among Multnomah County residents; and

WHEREAS, the producers and distributors of tobacco and alcoholic beverages spend huge amounts of money advertising and promoting their products; and

WHEREAS, public health agencies and other concerned parties can match neither the resources nor the impact of tobacco and alcoholic beverage advertising and promotion; and

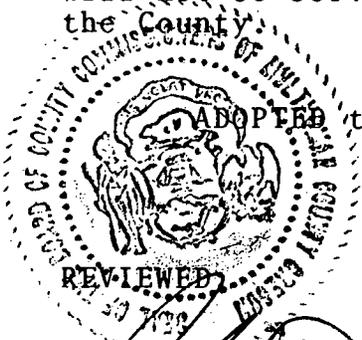
WHEREAS, advertising is believed to contribute to the use of alcohol and tobacco;

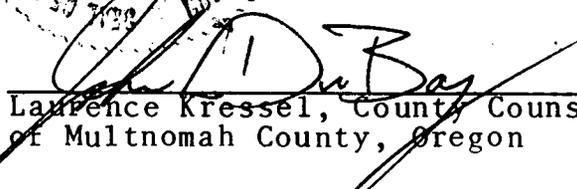
THEREFORE BE IT RESOLVED, that it is the policy of the Board of Commissioners that the County will not participate as a sponsor of any activity or event in any county facility that will: (1) be co-sponsored by any business primarily engaged in the manufacture, sale, or distribution of tobacco products or alcohol beverages, or (2) be promoted in any media by advertising that includes the name of such business or its products or that promotes or encourages the use of such products. Sponsorship includes the use of the sponsor's name in any promotional activity or the furnishing of financial assistance directly or indirectly, including agreements to guarantee or indemnify the event or activity.

BE IT FURTHER RESOLVED, that alcohol or tobacco products will not be served or sold at events organized or produced by the County.

ADOPTED this 4TH day of JANUARY, 1990

By Gladys McCoy  
GLADYS MCCOY, CHAIR  
MULTNOMAH COUNTY, OREGON



  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon



MEETING DATE: FEB 4 1997

AGENDA #: R-3

ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with City of Portland for lease of Aging Services Office at East Portland Community Center.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: February 6, 1997

AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: DES/ASD

DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst @ DES  
Leslie Houston @ ASD

TELEPHONE #: 248-3851  
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement with City of Portland for lease of Aging Services Office at East Portland Community Center.

SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT

MANAGER: Robert Oberst Leslie Houston Michelle K. Nicholas

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 JAN 27 PM 2:03

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: December 31, 1996

REQUESTED PLACEMENT: January 23, 1997

RE: Intergovernmental Agreement with City of Portland, Oregon for Lease of Aging Services Office at East Portland Community Center.

I. Recommendation/Action Requested: Order of Board of Commissioners authorizing INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND MULTNOMAH COUNTY for lease of Aging Services Office at the East Portland Community Center .

II. Background/Analysis: The City of Portland Parks and Recreation Bureau is constructing the East Portland Community Center, located at SE 106th Stark. Multnomah County Aging Services Department wishes to locate an Aging Services Office within the Center in order to improve access to and promote use of the Center by seniors and their families. The City is willing to lease a suitable space within the Center as provided in the proposed INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND MULTNOMAH COUNTY.

III. Financial Impact: Multnomah County will pay to the City of Portland as consideration for the lease of the space in the Community Center for a period of twenty years the amount of \$66,350, based upon the estimated cost to construct the portion of the Community Center to be occupied by the Aging Services Office and will pay the proportional share of operating expenses of the Community Center. The annualized cost of the Aging Services Office is estimated to be approximately \$6,400 considering estimated current facilities operating and maintenance costs.

IV. Legal Issues: None, to FM Knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: The purpose of the Aging Services Office at the East Portland Community Service Center is to improve effectiveness and accessibility of services provided by Multnomah county to its seniors.

VII. Citizen Participation: The plans and specifications of the East Portland Community Center were developed in accordance with recommendations of a Citizens' Advisory Committee appointed to advise the City of Portland..

VIII. Other Government Participation: The East Portland Community Center is to be constructed and operated by the City of Portland as a multi generational community center..

BEFORE THE BOARD OF COMMISSIONERS OF  
MULTNOMAH COUNTY, OREGON

In the Matter of an INTERGOVERNMENTAL )  
AGREEMENT BETWEEN CITY OF PORTLAND) ORDER  
AND MULTNOMAH COUNTY for Lease of an )  
Aging Services Offices at the East Portland ) #  
Community Center )

It appearing that the City of Portland is constructing a Community Center at SE 106<sup>th</sup> & Stark; and

It appearing that Multnomah County Aging Services Department wishes to locate an Aging Services Office within the Community Center in order to improve access to and promote use of the Community Center by seniors and their families; and

It appearing that the City of Portland is willing to lease suitable space within the Community Center to Multnomah County for the Aging Services Office; and

It appearing that the proposed INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND MULTNOMAH will benefit the citizens of Multnomah County by aiding the Aging Services Department in providing services to seniors and their families at the East Portland Community Center, and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute the INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND MULTNOMAH COUNTY before the Board this date and that the County Chair be, and she hereby is, authorized and directed to execute the same on behalf of Multnomah County.

Dated this \_\_\_ day of \_\_\_\_\_, 1997.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, County Chair

REVIEWED:  
County Counsel for Multnomah  
County, Oregon

By 



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue       Rent Free Agreement       Taxpayer ID (lessor) \_\_\_\_\_  
 Expense       County Owned       Renewal of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 12-31-96  
 Division Requesting Lease Aging Services  
 Contact Person: Leslie Houston Phone 248-8423

Lessor Name City of Portland  
 Mailing Address 1120 SW 5th Avenue  
Portland, OR 97204  
 Phone 823-5247  
 Lessee name Multnomah County  
 Mailing Address 2505 SE 11th Avenue  
Portland, OR 97202  
 Phone 248-3322  
 Address of Lease Property SE 106th & Stark  
Portland, Oregon  
 Purpose of Lease Community Center  
ASD Office

Effective Date January 1997  
 Termination Date June 2017  
 Total Amount of Agreement \$ 166,350.00  
 Payment Terms  
 Annual \$ \_\_\_\_\_       Monthly \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
 \$10,000.00 upon execution of lease.  
 \$56,350.00 upon construction completion.  
 \$ 5,000.00 per year Estimated facilities operating cost reimbursement.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	011	1715	CEEQ					1723

### REQUIRED SIGNATURES:

Department Head [Signature] Date 1/17/97  
 County Counsel [Signature] Date 1/27/97  
 Property Management [Signature] Date 1-16-97  
 County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY		
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND.
	300877										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF PORTLAND AND MULTNOMAH COUNTY

This Agreement is entered into by and between Multnomah County, Oregon, a home rule political subdivision of the State of Oregon (County) and the City of Portland, Oregon, a municipal corporation of the State of Oregon (City).

RECITALS

WHEREAS, City, through its Bureau of Parks and Recreation, is building the East Portland Community Center (Center), a multi-generational community center, at SE 106th Avenue between SE Stark Street and SE Cherry Blossom Drive, with proceeds from a general obligation bond measure passed by the City's voters in November 1994 and will own and operate the Center for the use of the general public; and

WHEREAS, City has developed architectural plans and building specifications for the Center in accordance with the recommendations of a Citizens Advisory Committee appointed to advise City; and

WHEREAS, County, through its Aging Services Department, wishes to locate an office of Aging Services within the new Center in order to provide easy access for seniors and their families needing access to a broad range of services and to promote use of the Center by its clients; and

WHEREAS, City wishes to accommodate County in its desire to have a long-term occupancy in a portion of the Center; and

WHEREAS, County finds it appropriate for County to contribute to City's architectural and construction costs for the construction of the East Portland Aging Services Office within the Center,

NOW THEREFORE, the parties agree as follows:

I. City's responsibilities:

1. City shall design and construct the following improvements to the Center (Improvements):

a. A separate enclosed office, approximately 12 feet by 22 feet with an adjacent interview room, approximately 10 feet by 12 feet in size. The space is more particularly described on the plan attached hereto and incorporated herein as Exhibit A and is estimated to be 490 Square Feet, more or less.

b. Finishes within the space shall be selected by the County but must be approved by the City. Finishes will be of a type that is compatible with the remainder of the space within the Center.

c. City hereby leases to County and County leases from City the space and improvements described in Section I-1.a. hereinabove upon the terms and conditions stated in this Intergovernmental Agreement.

2. The City is not obligated to provide equipment or furnishings for the County's space nor is the City obligated to provide anything beyond routine office telecommunications connections.

3. City shall engage its architect to design the Improvements to the satisfaction of County and City and shall authorize its contractor to build the Improvements according to the best and standard practices of the building trades industry.

4. City shall obtain and comply with all necessary construction permits.

5. City shall submit preliminary plans of the Improvements and any subsequent modifications thereof to County for timely review and approval.

6. City shall administer all construction contracts and monitor construction to assure that the Improvements are constructed in accordance with the approved plans.

7. If City requires County to vacate its space within the Center before the end of the term in this agreement, City shall give County no less than 180 days written notice prior to the vacation date. If City requires County to vacate its space within the Center before the end of the term in this agreement, City shall pay County the undepreciated value, computed on a straight-line basis, of County's initial capital investment in the Center.

8. The City shall operate the Center in a professional and first-class manner and shall be responsible for securing and scheduling timely cleaning, systems maintenance, repairs and other operating and maintenance matters.

## II. County Responsibilities:

1. County shall pay \$10,000 to City, within thirty (30) days following County's execution of this agreement, for reimbursement of the City's cost of professional architectural services to design the County's space within the Center.

2. County shall pay \$56,350 to City for the cost of engineering, construction and construction administration (the initial capital investment) for the Improvements within thirty (30) days following City's notice of completion of the Center and Improvements or the date which County occupies the Center, whichever is earlier (Commencement Date). The cost of the initial capital investment is computed based on the City's expected expense of \$115.00 per square foot cost for project design, engineering, construction and construction management of the Center.

3. County shall review architectural plans for the Improvements designed and provided by City's architect. County shall approve or reject the plans within twenty-one (21) days of receipt. If County rejects City plans, County agrees to timely confer with City to resolve any issues and finalize approval of the plans.

4. County shall maintain, use and continuously operate its Aging Services Office at the Center to provide services for its senior citizen clients and shall not allow use of its space for any other purpose or permit use of its space by other persons or groups without prior written approval of the City. County shall operate the office during normal business hours or at such hours as may be agreed upon by City and County.

5. County has no obligation to pay rent during the term of this agreement for the space described on the plan attached hereto as Exhibit A, but shall pay its allocated cost, based on the percentage of the Center that it occupies, for operating and maintenance expenses, including custodial, utilities, routine and required common area maintenance, and administration costs, but not to include City's program or program staff costs. Payment shall be made on an annual basis within 30 days of the County's receipt of the City's request for payment. The City shall calculate the amount due by standard cost allocation principles and shall provide County, upon request, with the supporting data that determines the allocated expense.

6. County shall maintain the Improvements constructed by City in accordance with approved plans and Center operating requirements and shall not remove or alter the Improvements without the prior written approval of the City.

7. County may vacate its space within the Center at any time, but must first give the City 90 days written notice of its intention to do so. If County vacates its space, it must leave the space in broom-clean condition, except for normal wear. If County vacates the space before the end of the term of this agreement, City is under no obligation to refund County for its expense related to design or initial capital construction cost.

### III. Both Parties' Responsibilities:

1. This Agreement becomes effective upon execution of the Agreement by both parties, and shall continue for a period of twenty (20) years.

2. City and County agree to consult and cooperate regarding any subsequent modifications to the space within the Center occupied by County beyond those contemplated in this Agreement.

3. Each party shall be solely responsible for its own activities under this Agreement. The City and County agree to hold harmless, defend and indemnify each other, their officers, agents and employees, against any claims, demands, actions or suits (including attorney fees and costs) brought against them arising out of or relating to each party's responsibilities under this Agreement.

4. Neither party shall assign any part of its rights and duties under this Agreement without the written consent of the other.

5. City and County agree to consult and cooperate regarding coordination of services to elderly and disabled persons.

6. The parties have caused this Agreement to be executed by their duly appointed officers.

7. All right to ownership and control of the Center shall remain with the City.

8. The parties agree that the annual operating and maintenance expense can be determined by means of an annual cost allocation study with subsequent annual inflation factor included.

9. The cost of any building rehabilitation that affects the County's space within the Center in future years of the term of this agreement shall be allocated by square footage, and the County shall pay its percentage in a timely manner. The cost of building rehabilitation within the Center in future years of the term of this agreement that does not affect the County's space shall be borne entirely by the City.

10. The parking lot at the Center is a public parking lot, intended primarily for the use of visitors and may be available for employees of the Center. Use of the parking lot at the Center shall be without reservation, although the City may determine the location of any employee parking.

CITY OF PORTLAND, OREGON

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Its Commissioner of Public Safety  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its County Chair  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Deputy City Attorney

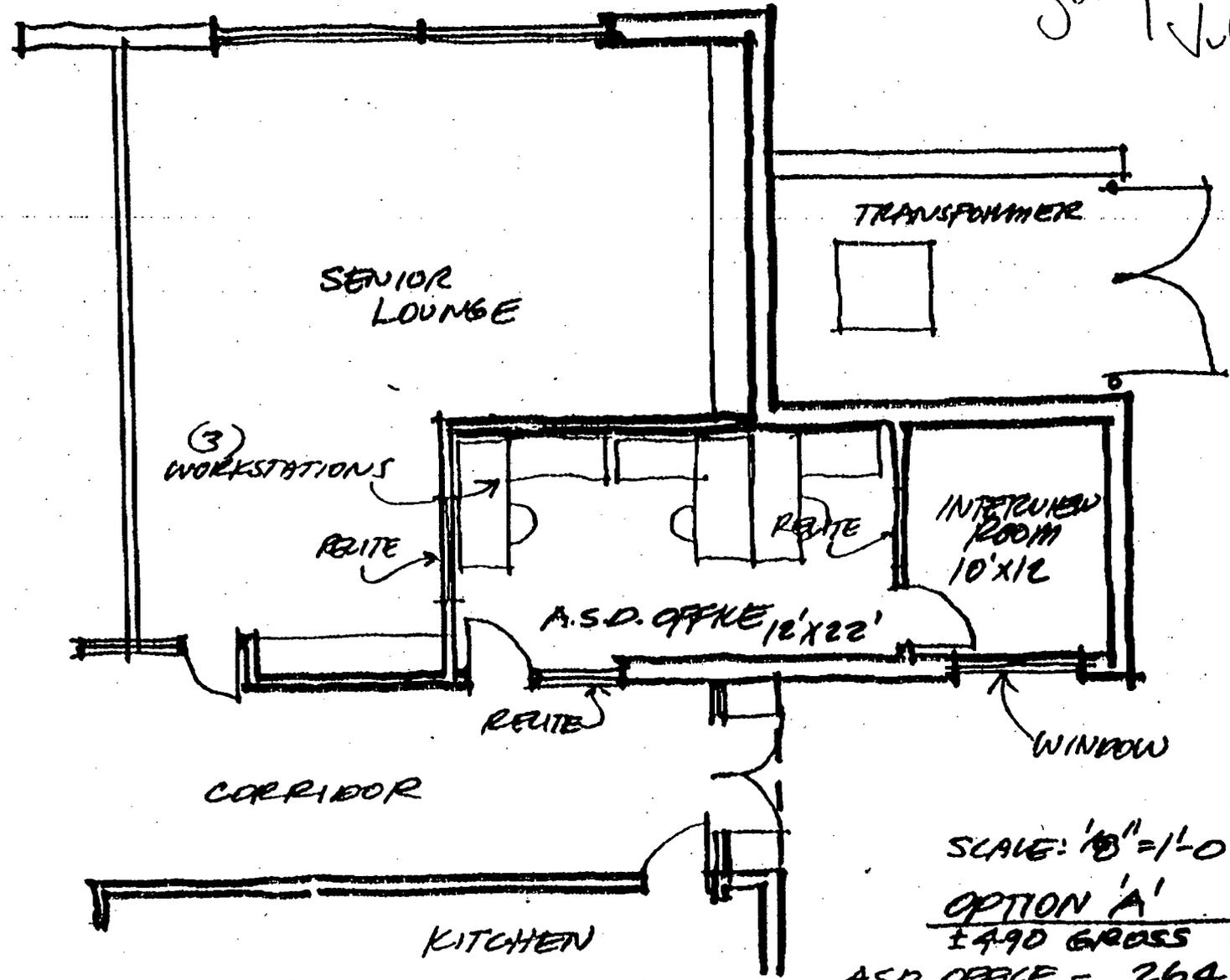
LAURENCE KRESSEL, COUNTY  
COUNSEL FOR MULTNOMAH COUNTY

  
Assistant County Counsel

APPROVED BY CITY COUNCIL  
ORDINANCE NO. \_\_\_\_\_  
Passed on \_\_\_\_\_

APPROVED BY MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_  
Date \_\_\_\_\_

Song at this one  
July 18, 1996



SCALE: 1/8" = 1'-0"

OPTION 'A'

± 490 GROSS SF.

ASD OFFICE	-	264	SF	USABLE
INT. ROOM	-	120	SF	USABLE
<hr/>				
384 TOTAL USABLE AREA				

7.15.96