

ANNOTATED MINUTES

*Monday, May 3, 1993 - 10:00 AM
Portland Building
1120 SW Fifth, Second Floor Conference Room C*

CITY/COUNTY JOINT MEETING

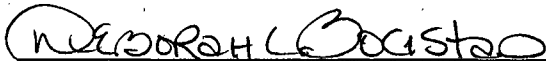
Acting Chair Henry C. Miggins convened the meeting at 10:05 a.m., with Mayor Vera Katz, County Commissioners Gary Hansen, Sharron Kelley, Tanya Collier and Dan Saltzman; and City Commissioners Mike Lindberg, Gretchen Kafoury and Charlie Hales present; and City Commissioner Earl Blumenauer excused.

- B-1 The Multnomah County and City of Portland Commissioners Will Meet Jointly for a Review of Fiscal Conditions, and to Discuss Topics Including Impact of the State Budget; Major Issues by Service Area; Library and Corrections Levies; Tax Increment Bonds, and Potential Consolidations.*

DAVE WARREN PRESENTATION AND RESPONSE TO QUESTIONS. MAYOR KATZ, STEVE BAUER AND DREW BARTON PRESENTATION AND RESPONSE TO QUESTIONS. DISCUSSION ON PROPOSED BUSINESS INCOME TAX, ADA COMPLIANCE AND LAW ENFORCEMENT CONSOLIDATIONS. COMMISSIONERS TO SEND MAYOR KATZ AND CHAIR MIGGINS LIAISON ASSIGNMENT INFORMATION AND MEMORANDA IDENTIFYING WORKABLE CONSOLIDATION AREAS FOR DISCUSSION AT NEXT JOINT MEETING.

There being no further business, the meeting was adjourned at 11:47 a.m.

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


Deborah L. Bogstad

*Tuesday, May 4, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of May 6, 1993.*
- C-3 STAFF TO RESPOND TO BOARD QUESTION BY THURSDAY.**
- C-17 STAFF TO RESPOND TO BOARD QUESTION BY THURSDAY.**
- R-2 COUNTY COUNSEL EXPLANATION OF STATUTORY**

PROCEDURES. BOARD CONSENSUS ON VOTING PROCESS.

- R-6** **SHERIFF'S STAFF ADVISED THAT REQUEST SHOULD BE MODIFIED TO REFLECT TWO WAREHOUSE WORKERS AND ONE CIVILIAN PROPERTY/COMMISSARY/LAUNDRY MANAGER, DELETING REFERENCE TO ONE CIVILIAN EQUIPMENT MANAGER. JOB DESCRIPTIONS PROVIDED.**
- R-9** **COMMISSIONER SALTZMAN TO BE INVOLVED IN LONG DISTANCE CARRIER REQUEST FOR PROPOSAL PROCESS.**
- R-12** **STAFF REQUESTED REMOVAL OF ITEM FROM AGENDA DUE TO INVALID FORECLOSURE.**
- R-13** **STAFF, BOARD AND COUNTY COUNSEL DISCUSSION ON POLICY AND LIABILITY ISSUES. STAFF DIRECTED TO INSPECT PROPERTY AND REPORT TO BOARD ON THURSDAY.**
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*Tuesday, May 4, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

- B-3** *Update on the Average Daily Population in State Hospitals. Presented by Gary Smith and Rex Surface.*

REX SURFACE, GARY SMITH, KEVIN FITZ, NORMAN MILLER, LESLIE FORD, ED COCHRAN, CAROL LANE AND LIEUTENANT MAY PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

- B-4** *1993 Oregon Legislative Update. Presented by Fred Neal and Howard Klink.*

CANCELLED.

*Tuesday, May 4, 1993 - 3:15 PM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 3:20 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.


- R-1** *The Board Will Meet to Review, Discuss and Consider Adoption of Budget Notes to the 1993-94 Multnomah County Approved Budget.*

DAVE WARREN, JAMES EDMONDSON AND LARRY AAB

EXPLANATION IN RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND SUGGESTED REVISIONS. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT BUDGET NOTES AS DISCUSSED AND PREPARED BE INCLUDED AS A BUDGET MESSAGE FROM THE BOARD WITHIN THE MULTNOMAH COUNTY BUDGET DOCUMENT.

There being no further business, the meeting was adjourned at 3:51 p.m.

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


Deborah L. Bogstad

*Thursday, May 6, 1993 - 9:00 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:05 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

CHAIR MIGGINS INVITED EVERYONE TO ATTEND THE 2:00 PM, SATURDAY, MAY 8, 1993, McCOY MEMORIAL DEDICATION RENAMING THE GILL BUILDING IN HONOR OF GLADYS McCOY.

AT THE DIRECTION OF CHAIR MIGGINS, THE AGENDA SCHEDULE WAS ADJUSTED TO ACCOMMODATE TIME CERTAIN REQUESTS.

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *Citizen Involvement Committee Volunteer Recognition Awards Ceremony. Reception to Follow.*

COMMISSIONERS KELLEY, COLLIER, SALTZMAN, HANSEN AND MIGGINS GREETED AND ACKNOWLEDGED VOLUNTEERS BRUCE IRVING, MIKE GLASS, ROBERT CARLSON, MARK WHITEHEAD, SCOTT COLLINS, RON KAWAMOTO, RICHARD POMEROY, CAROL WILLIAMS, TRESSA THOMPSON, TAMMY JOHNSTON, MIKE SENER, SHARYN MIDDLETON, LINNEA NELSON, JOHN WIGHT, CARLA FLOYD, D'NORGIA PRICE, JERRY BUSHMAN,

DEREK JOHNSON, JIMMY PRYCE, AMBER VALENTINE, MICHELE WAITE, MELISSA STEWART, BRUCE FUERSTENBERG, CONNIE MASOUKA, TEO PARRA, ARIEL CHAVARRIA, MIKE McKEEL, BETTY ROBERTSON, LANNY COLLINS, RUTH CURRIE, MARILYN MORK, CHANNING BRIGGS, GRACE FITZGERALD, ELIZABETH DAVIS, ELLEN GLYNN, WES FITZWATER, LUANA SHIPP, BILL MUIR, PAUL LORENZINI, FRED STICKEL, CHUCK CRIST, SCOTT CAMPBELL AND BANFIELD VETERINARY HOSPITAL STAFF, CINDY MILLER, BARBARA DeWILDE, RICHARD LEONARD, GEORGE DOUGLAS, KARIN HUNT, ELIZABETH ROGOLSKY, JOHN CAYLOR, LYNN WILSON AND DAVID DOUGLAS HIGH SCHOOL ECOLOGY CLUB, TERRY CIECKO, ULLYSSES COWSER, KATHY PILCHER, KEVIN JOHNSON, MICHAEL SCHULTZ, BRUCE GREENE, AL ARMSTRONG, LAURIE SITTON, DON CHURCH, RENE HYLTON, HELEN TAMKE, SUSAN LAWRENCE AND BETTY KEGG. RECEPTION FOLLOWED.

The meeting was recessed at 10:10 a.m. and reconvened at 10:23 a.m.

R-2 *Public Hearing and Consideration of a RESOLUTION in the Matter of Filling the Vacancy in the Legislative Assembly, State Representative, District 14*

COUNTY COUNSEL LAURENCE KRESSEL OUTLINED STATUTORY PROCEDURE. CHAIR MIGGINS ANNOUNCED A 5 MINUTES PER CANDIDATE LIMIT, EXCLUDING BOARD QUESTIONS, AND ADVISED THE MANNER OF VOTE WILL BE BY WRITTEN BALLOT, WITH A SECOND WRITTEN BALLOT IN CASE OF A TIE VOTE. GEORGE EIGHMEY, KEVIN KOUNS AND DIANE ROSENBAUM PRESENTATIONS. BOARD COMMENTS IN APPRECIATION OF ALL CANDIDATES. UPON COMPLETION OF WRITTEN BALLOTS, CLERK REPORTED THAT COMMISSIONERS HANSEN AND COLLIER VOTED FOR DIANE ROSENBAUM AND COMMISSIONERS KELLEY, SALTZMAN AND MIGGINS VOTED FOR GEORGE EIGHMEY. MR. EIGHMEY COMMENTS. RESOLUTION 93-157 UNANIMOUSLY APPROVED.

CONSENT CALENDAR

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE CONSENT CALENDAR. COMMISSIONER KELLEY ADVISED HER QUESTION CONCERNING C-3 WAS SATISFACTORILY ANSWERED. KATHY TINKLE EXPLANATION REGARDING C-17 IN RESPONSE TO A QUESTION OF COMMISSIONER SALTZMAN. THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-19) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointment of Bill Muir to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION*
- C-2 *In the Matter of the Appointments of Wayne E. Burgin, Maura Doherty, Richard Gates, Kenneth W. Kauffman, Marcia E. Keesey, Bruce Allen Nelson and Dave Adams to the MULTNOMAH COUNTY INTEGRATED PEST MANAGEMENT ADVISORY COMMITTEE*
- C-3 *Ratification of Intergovernmental Agreement, Contract #500453, Between the City of Portland, Multnomah County and Portland School District No. 1, Regarding the Distribution of Payments in Lieu of Taxes (PILOT) Funds, Pursuant to Resolution 93-119*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-4 *Ratification of Intergovernmental Agreement, Contract #302153, Between the Oregon Department of Fish and Wildlife and Multnomah County, Providing Assistance with the Development of a Long Term, Comprehensive Management Plan for Burlington Bottoms*
- C-5 *Ratification of Intergovernmental Agreement, Contract #302103, Between Multnomah County and the City of Portland, to Include Sanitary Sewer Project with the County's SE Foster Road Improvements*
- C-6 *ORDER in the Matter of Contract 15729 for the Sale of Certain Real Property to Homestead Holding Co. Inc.*

ORDER 93-146.

- C-7 *ORDER in the Matter of Contract 15730 for the Sale of Certain Real Property to Homestead Holding Co. Inc.*

ORDER 93-147.

- C-8 *ORDER in the Matter of Contract 15731 for the Sale of Certain Real Property to Homestead Holding Co. Inc.*

ORDER 93-148.

- C-9 *ORDER in the Matter of Contract 15737 for the Sale of Certain Real Property to Heritage Properties, Inc., 1/2 and Gary and Mary Arlene Moberly, 1/2*

ORDER 93-149.

- C-10 *ORDER in the Matter of Contract 15738 for the Sale of Certain Real Property to Heritage Properties, Inc., 1/2 and Gary and Mary Arlene Moberly, 1/2*

ORDER 93-150.

- C-11 *ORDER in the Matter of Contract 15740 for the Sale of Certain Real Property to Richard Norris*

ORDER 93-151.

- C-12 *ORDER in the Matter of Contract 15743 for the Sale of Certain Real Property to Anil Lal*

ORDER 93-152.

- C-13 *ORDER in the Matter of Contract 15748 for the Sale of Certain Real Property to Tommie L. Browner and Bobby J. Moore*

ORDER 93-153.

- C-14 *ORDER in the Matter of Contract 15753 for the Sale of Certain Real Property to Lisa M. Howlett*

ORDER 93-154.

- C-15 *ORDER in the Matter of the Execution of Correction Deed D930843 to Correct Spelling of Grantee's Name for Certain Tax Acquired Property to Blanca Kent*

ORDER 93-155.

- C-16 *ORDER in the Matter of the Execution of Deed D930884 Upon Complete Performance of a Contract to John L. Ferrier and Helen E. Ferrier*

ORDER 93-156.

DEPARTMENT OF SOCIAL SERVICES

- C-17 *Budget Modification DSS #59 Requesting Authorization to Increase the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program Budget by \$9,802 and the Developmental Disabilities Program Budget by \$204,364, to Reconcile Budgeted Revenue with State Revenue Changes through Amendment #43*

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-18 *In the Matter of a Package Store Liquor License Renewal Application Submitted by the Sheriff's Office with Recommendation for Approval for the 122ND STOP AND GO MARKET, 2056 SE 122ND*
- C-19 *In the Matter of a Class A Dispenser/Change of Ownership Liquor License Application Submitted by the Sheriff's Office with Recommendation for Approval for WONG'S CHINA HUT RESTAURANT, INC., 16721 SE DIVISION*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-3 *RESOLUTION in the Matter of Participation in Funding Activities of the Dispute Resolution Commission*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-158 WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-4 *PROCLAMATION in the Matter of Proclaiming the Week of May 2-8, 1993 as NATIONAL CORRECTIONS OFFICERS WEEK in Multnomah County, Oregon*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, PROCLAMATION 93-159 WAS UNANIMOUSLY APPROVED.

- R-5 *PROCLAMATION in the Matter of Proclaiming May 9-15, 1993 as PEACE OFFICERS MEMORIAL WEEK in Multnomah County*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, PROCLAMATION 93-160 WAS UNANIMOUSLY APPROVED.

- R-8 *Ratification of Intergovernmental Agreement, Contract #800064, Between the Board of Parole and Post-Prison Supervision and the Multnomah County Sheriff's Office, Providing Utilization of the Jail, Restitution Center and the Intensive Supervision Program as Possible Local Parole Violation Sanctions*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-8 WAS UNANIMOUSLY APPROVED.

VACANT POSITION COMMITTEE RECOMMENDATIONS

HIRING FREEZE BUDGET MODIFICATIONS

- R-9 *Budget Modification DES #27 Requesting an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Telecommunications Office Specialist in the Information Services Division*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, R-9 WAS UNANIMOUSLY APPROVED.

- R-10 *Budget Modification DES #28 Requesting an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Community Information Specialist in the Animal Control Division*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-10 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-11 *Budget Modification DES #29 Requesting Authorization to Transfer \$10,000 from Capital to Materials and Services within the Parks Division Budget, to Properly Budget Contribution to Hampton Old Growth*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-11 WAS UNANIMOUSLY APPROVED. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT OF PARKS DIVISION.

- R-12 *Request for Policy Direction in the Matter of a Request by John and Eleanor VanAusdell, to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County on October 26, 1992, Located at 3116 SE 157TH AVENUE*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, R-12 WAS UNANIMOUSLY TABLED.

- R-13 *Request for Policy Direction in the Matter of a Request by Arlan Ray Blair, to Extend the Period in Which to Vacate Certain Tax Foreclosed Property Deeded to Multnomah County on October 26, 1992, Located at 6115 SE 93RD AVENUE*

COUNTY COUNSELS LAURENCE KRESSEL AND JOHN DuBAY EXPLANATION, DISCUSSION OF LIABILITY ISSUES AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, DENIAL OF THE REQUEST TO EXTEND VACATION PERIOD. MR. DuBAY RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. REQUEST FOR EXTENSION UNANIMOUSLY DENIED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-6 *In the Matter of a Request for Exemptions from the Hiring Restriction Policy for Civilian Workers to Hire One Civilian Equipment Manager, Two Warehouse Workers, and One Civilian Property/Commissary/Laundry Manager*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. BOARD QUESTIONS AND DISCUSSION. ITEMS R-6 AND R-7 HELD TO END OF AGENDA. JOY AL SOFI REPORTED THAT LARRY AAB OF THE SHERIFF'S OFFICE HAS REQUESTED A ONE WEEK CONTINUANCE OF R-6. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER

**COLLIER, IT WAS UNANIMOUSLY APPROVED THAT R-6 BE
CONTINUED TO THURSDAY, MAY 13, 1993.**

R-7 *Budget Modification MCSO #13 Requesting Authorization to Reclassify a Sheriff's
Office Technician Supervisor Position to a Sheriff's Operations Administrator*

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED
BY COMMISSIONER COLLIER, R-7 WAS UNANIMOUSLY
APPROVED.**

PUBLIC COMMENT


R-14 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to
Three Minutes Per Person.*

**BOB BERNSTEIN TESTIMONY REGARDING YOUTH
SERVICE CENTER BUDGET. COMMISSIONERS KELLEY
AND HANSEN EXPLANATION IN RESPONSE TO
QUESTIONS AND CONCERNS RAISED BY MR. BERNSTEIN.**

**IN RESPONSE TO THE RECOMMENDATION OF
COMMISSIONERS SALTZMAN AND COLLIER CONCERNING
CONTACTING COMMUNITY ACTION ON BEHALF OF MR.
ARLAN RAY BLAIR, (ITEM R-13) CHAIR MIGGINS ADVISED
MS. AL SOFI OF HIS OFFICE WOULD DO SO.**

There being no further business, the meeting was adjourned at 11:20 a.m.

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


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
GLADYS McCOY •	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
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

MAY 3 - 7, 1993

Monday, May 3, 1993 - 10:00 AM - City/County Joint Meeting. .Page 2
Tuesday, May 4, 1993 - 9:30 AM - Agenda Review.Page 2
Tuesday, May 4, 1993 - 1:30 PM - Board Briefings.Page 2
Tuesday, May 4, 1993 - 3:15 PM - Regular Meeting.Page 2
Thursday, May 6, 1993 - 9:00 AM - Regular MeetingPage 3

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Monday, May 3, 1993 - 10:00 AM

Portland Building
1120 SW Fifth, Second Floor Conference Room C

CITY/COUNTY JOINT MEETING

- B-1 The Multnomah County and City of Portland Commissioners Will Meet Jointly for a Review of Fiscal Conditions, and to Discuss Topics Including Impact of the State Budget; Major Issues by Service Area; Library and Corrections Levies; Tax Increment Bonds, and Potential Consolidations.
-

Tuesday, May 4, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of May 6, 1993.
-

Tuesday, May 4, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-3 Update on the Average Daily Population in State Hospitals. Presented by Gary Smith and Rex Surface. 1:30 PM TIME CERTAIN, 1 HOUR REQUESTED.
- B-4 1993 Oregon Legislative Update. Presented by Fred Neal and Howard Klink. 45 MINUTES REQUESTED.
-

Tuesday, May 4, 1993 - 3:15 PM

Multnomah County Courthouse, Room 602

REGULAR MEETING

- R-1 The Board Will Meet to Review, Discuss and Consider Adoption of Budget Notes to the 1993-94 Multnomah County Approved Budget. 3:15 PM TIME CERTAIN, 30 MINUTES REQUESTED.
-

Thursday, May 6, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of Bill Muir to the MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION
- C-2 In the Matter of the Appointments of Wayne E. Burgin, Maura Doherty, Richard Gates, Kenneth W. Kauffman, Marcia E. Keeseey, Bruce Allen Nelson and Dave Adams to the MULTNOMAH COUNTY INTEGRATED PEST MANAGEMENT ADVISORY COMMITTEE
- C-3 Ratification of Intergovernmental Agreement, Contract #500453, Between the City of Portland, Multnomah County and Portland School District No. 1, Regarding the Distribution of Payments in Lieu of Taxes (PILOT) Funds, Pursuant to Resolution 93-119

DEPARTMENT OF ENVIRONMENTAL SERVICES

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- C-16 ORDER in the Matter of the Execution of Deed D930884 Upon Complete Performance of a Contract to John L. Ferrier and Helen E. Ferrier

DEPARTMENT OF SOCIAL SERVICES

- C-17 Budget Modification DSS #59 Requesting Authorization to Increase the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program Budget by \$9,802 and the Developmental Disabilities Program Budget by \$204,364, to Reconcile Budgeted Revenue with State Revenue Changes through Amendment #43

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-18 In the Matter of a Package Store Liquor License Renewal Application Submitted by the Sheriff's Office with Recommendation for Approval for the 122ND STOP AND GO MARKET, 2056 SE 122ND
- C-19 In the Matter of a Class A Dispenser/Change of Ownership Liquor License Application Submitted by the Sheriff's Office with Recommendation for Approval for WONG'S CHINA HUT RESTAURANT, INC., 16721 SE DIVISION

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Citizen Involvement Committee Volunteer Recognition Awards Ceremony. Reception to Follow. 9:00 AM TIME CERTAIN, 1 HOUR REQUESTED.
- R-2 Public Hearing and Consideration of a RESOLUTION in the Matter of Filling the Vacancy in the Legislative Assembly, State Representative, District 14. 10:00 AM TIME CERTAIN REQUESTED.
- R-3 RESOLUTION in the Matter of Participation in Funding Activities of the Dispute Resolution Commission

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-4 PROCLAMATION in the Matter of Proclaiming the Week of May 2-8, 1993 as NATIONAL CORRECTIONS OFFICERS WEEK in Multnomah County, Oregon

- R-5 PROCLAMATION in the Matter of Proclaiming May 9-15, 1993 as PEACE OFFICERS MEMORIAL WEEK in Multnomah County
- R-6 In the Matter of a Request for Exemptions from the Hiring Restriction Policy for Civilian Workers to Hire One Civilian Equipment Manager, Two Warehouse Workers, and One Civilian Property/Commissary/Laundry Manager
- R-7 Budget Modification MCSO #13 Requesting Authorization to Reclassify a Sheriff's Office Technician Supervisor Position to a Sheriff's Operations Administrator
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VACANT POSITION COMMITTEE RECOMMENDATIONS
HIRING FREEZE BUDGET MODIFICATIONS

- R-9 Budget Modification DES #27 Requesting an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Telecommunications Office Specialist in the Information Services Division
- R-10 Budget Modification DES #28 Requesting an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Community Information Specialist in the Animal Control Division

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-11 Budget Modification DES #29 Requesting Authorization to Transfer \$10,000 from Capital to Materials and Services within the Parks Division Budget, to Properly Budget Contribution to Hampton Old Growth
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PUBLIC COMMENT

- R-14 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

Meeting Date: MAY 06 1993

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal May 6, 1993
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

APPOINTMENT TO:

Multnomah County Community Action Commission

Bill Muir, private sector, term expires 6/30/93.

MULTNOMAH COUNTY
OREGON
MAY 26 11 59 AM '93

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H.C. Miggins

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

421 SW Fifth #200

Portland OR 97204

(503) 248-5464
FAX (503) 248-3332



Kim **RECEIVED**

APR 26 1993

April 23, 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Acting-Chair Hank Miggins
Board of County Commissioners
106/1410

Dear Commissioner Miggins:

At its meeting on April 14, 1993, the Multnomah County Community Action Commission voted to recommend Bill Muir for membership in the private sector. The term for this seat will expire on June 30, 1993.

According to County Ordinance 665, the Board of County Commissioners appoints members in the private and public sectors of the Community Action Commission.

Bill Muir is currently the chairperson of the Community Action Commission. He has sat on the Commission as the designated representative for Rep. Bev Stein in the public sector. With Rep. Stein's resignation from the State Legislature, she was no longer able to hold a seat in the Commission's public sector. Therefore, in order to make it possible for Bill Muir to complete his term as chairperson of the Commission, the Commission suspended its rules to make a recommendation to the Board Chair that Bill Muir hold a seat in the private sector.

The next meeting of the Commission is on Wednesday, May 12, 1993. Upon action by the Board, the Commission would like to seat Bill Muir at that time.

Thank you for your attention to this matter.

Sincerely,

Dana Brown, Staff
Community Action Commission
enc: Interest Form



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Community Action Comm.

- B. Name Bill Muir

Address 725 SE 29

City PORTLAND State OR Zip 97214

Do you live in _____ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 234 - 3265

- C. Current Employer SELF CASCADE TOUR + TRAVEL

Address 725 SE 29

City PORTLAND State OR Zip 97214

Your Job Title OWNER / TRAVEL AGENCY

Work Phone 238 6267 (Ext) _____

Is your place of employment located in Multnomah County? Yes X No _____

D. Previous Employers	Dates	Job Title
LANE Co. Comm SEADY RUST	78-80	Staff asst.
U of O Housing	81-85	Emergency Housing manager
Santa Wagona Museum	74-72	admission specialist
1973-74 Legislative Assembly	73-74	clerk

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

CONTACT:

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
PDS Budget Comm. Comm.	1985-88	Suff High
Emerald PVD Budget Comm.	Chair 1982-84	
LAW & GOVERNMENT	1978-78	admission
CONCORDIA W.A.	1978-80	Staff Asst Comm. Asst
	1984-88	Chair V. Asst

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
PSU	1966	Pol. Sci.
U of D	1984-82	Part time Pol Sci

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

State Asst. Dir. Sten
ROBERT BUCHANAN - METRO

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

m/
sex / racial ethnic background

birth date: Month 2 Day 18 Year 46

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature B. Buchanan Date 2/13/91

Meeting Date: MAY 06 1993

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal May 6, 1993
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

Appointment to: Integrated Pest Management Advisory Committee

Wayne Burgin, Oregon Pest Control Association, term expires 5/96
Maura Doherty, at-large member, term expires 5/96
Richard Gates, Oregon Dept. of Environmental Quality, term expires 9/96
Kenneth Kauffman, Environmental Health Professional, term expires 9/96
Marcia Keesey, OSPIRG (Environmental Group), term expires 9/96
Bruce Allen Nelson, Vector Control or Integrated pest Management Specialist
term expires 9/96
Dave Adams, OSU (County Extension), term expires 9/96
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL H.C. Higgins
Or _____

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1993 APR 28 AM 8:34
MULTI-COUNTY
OREGON



MAR 1 2 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

INTEREST FORM FOR BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

MULTNOMAH County INTEGRATED Pest
MANAGEMENT Advisory Committee

- B. Name WAYNE E. BURGIN

Address 1862 SW MAWCREST Ave

City GRESHAM State OR. Zip 97080

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 661-4224

- C. Current Employer WEB Pest Service Inc

Address 1862 SW MAWCREST Ave

City Gresham State OR Zip 97080

Your Job Title Owner

Work Phone 666-8207 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers

Dates

Job Title

TERMINIX INTL. 4-1-70 12-15-87 MANAGER

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. FIFTH, ROOM 1410

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT: KATHY MILLARD

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Post Control Operators of Oregon	1970 - Current	Pres.

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Yuba JR. College	1963-64	Business

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

DAN Reed	1637 SW Alder	PHO 222-7128
DAN SWANSON	P.O. Box 5118 Eugene	747-2680

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M white
sex / racial ethnic background

birth date: Month 8 Day 28 Year 44

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Wayne E. By Date 3-9-93



MULTNOMAH COUNTY OREGON

Marine & Environmental Testing

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MAR 10 1993

MAR 31 1993

INTEREST FORM FOR BOARDS AND COMMISSIONS

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A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Multnomah County Integrated Pest
Management Advisory Committee

B. Name

Maura Doherty

Address

2828 SE 43rd

City

Portland

State

OR

Zip

97206

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone

(503) 230-0611

C. Current Employer

Marine & Environmental Testing

Address

4115 N Mississippi

City

Portland

State

OR

Zip

97217

Your Job Title

Industrial Hygienist

Work Phone

(503) 282-6920

(Ext)

Is your place of employment located in Multnomah County? Yes ☒ No _____

D. Previous Employers

Dates

Job Title

State of Oregon

{ 1990-1991

{ 1984-1987

RECEIVED

MAR 16 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Oregon

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

March 15, 1993

Kathy Millard
Multnomah County Chair's Office
1120 S.W. Fifth, Room 1410
Portland, OR 97204

Re: Integrated Pest Management
Advisory Committee

Dear Ms. Millard:

Pursuant to Mr. Bloom's letter to Fred Hansen, our Director, I am submitting my name for your consideration as the Oregon Department of Environmental Quality representative on your Integrated Pest Management Advisory Committee.

Please feel free to contact me if you need additional information, or if I may be of additional help.

Sincerely,



Richard Gates
Administrator
Laboratory Division
1712 SW Eleventh
Portland, Oregon 97201

Enclosure



811 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696
TDD (503) 229-6993

DEQ-1





MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Integrated Pest Management Advisory Committee

as Oregon Department of Environmental Quality representative

- B. Name Richard Gates

Address 4255 Upper Dr.

City Lake Oswego State Oregon Zip 97035

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone 636-9331

- C. Current Employer Oregon Department of Environmental Quality

Address 1712 SW Eleventh

City Portland State Oregon Zip 97201

Your Job Title Laboratory Division Administrator

Work Phone 229-5983 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers _____ Dates _____ Job Title _____

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. FIFTH, ROOM 1410

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT: KATHY MILLARD

BOARDS AND COMMISSIONS

E. Please list all current and past volunteer/civic activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
PARC, Pesticide Analytical Response Center, 1980 - Present		DEQ Rep
COSCITE, Governor's Committee on Synthetic Chemicals in the Environment,	1981-1988	DEQ Rep

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
Oregon State University	1967-1969	MS/Oceanography
Willamette University	1963-1967	BA/Chemistry & Math

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Fred Hansen, DEQ Director, 229-5395

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

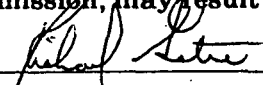
None

I. Affirmative Action Information

M Caucasian
sex / racial ethnic background

birth date: Month February Day 14 Year 1946

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature  Date 15 Mar 93

mm
RECEIVED

March 29, 1993

APR 05 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

DEPARTMENT OF
HUMAN
RESOURCES

HEALTH DIVISION

Honorable Gladys McCoy, Chairperson
Board of County Commissioners
1120 SW Fifth Avenue, Room 1410
Portland, Oregon 97204



RE: Appointment candidate for Integrated Pest Management
Advisory Board

Dear Chairperson McCoy:

I am responding to a recent request from your Environmental Health
Department asking for nominations for appointment to the Integrated
Pest Management Advisory Board for Multnomah County.

Enclosed is an application for Ken Kauffman to serve as the Health
Division representative. In addition to his technical qualifications,
Mr. Kauffman knows and has frequent contact with many county
health personnel and other professionals that are involved with pest
control in Multnomah County.

I appreciate your invitation to submit candidates and we look forward
to continued cooperation with your staff.

Sincerely,

Michael R. Skeels

Michael R. Skeels, PhD, MPH
Administrator, Health Division
Assistant Director, Human Resources

MRS:ab

Enclosure

CC: Ron Hall
Dave Fleming

TF0324KK.LR1

Barbara Roberts
Governor



800 NE Oregon Street # 21
Portland, OR 97232
(503) 731-4030 Emergency
(503) 252-7978 TDD
Emergency
24-26 (Rev. 1-92)



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Integrated Pest Management Advisory

- B. Name Kenneth W Kanffman

Address 6687 S. Sconce DR

City Hubbard State OR Zip 97032

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County. my home is in Clackamas County

Home Phone 503 651 2731

- C. Current Employer Oregon Health Division

Address Rm 608 Portland SOB, 800 NE Oregon St.

City Portland State OR Zip 97232

Your Job Title Environmental Specialist / Toxicology

Work Phone 731-4015 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers Dates Job Title

<u>Lincoln County Health Dept</u>	<u>County</u>
<u>Newport OR</u>	<u>Sanitarian</u>
<u>1970-1973</u>	

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

CONTACT: KATHY MILLARD

1120 S.W. FIFTH, ROOM 1410

PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Sanitarian's Registration Bld.	1987 to present	Board Member
Drift Creek Camp Board of Dir.	1975-present	Recording Sec'y
(Summer Camp/Conference Center)		Officer

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Portland State Un.	1964-1969	Premedicine BS - Biology
Tufts Univ.	-1990	Summer Term Epidemiology Course

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Ron Hall; Env. Health Services; Health Division 731-4012
Michael Heumann; Epidemiology; Health Div. 731-4025

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

Male white
sex / racial ethnic background

birth date: Month April Day 16 Year 46

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Kenneth W. Kanffman Date 3-24-93

I AM RECOMMENDING MARELA FOR
THE SROT AS THE ENVIRONMENTAL GROUP
REPRESENTATIVE ON THE INTEGRATED PEST
MANAGEMENT ADVISORY COMMITTEE. PLEASE
CONTACT ME IF YOU HAVE ANY QUESTIONS.

-Quincy Sugarman



Quincy Sugarman
Environmental Advocate

1536 SE 11th Avenue, Portland, OR 97214
503-231-4181
Fax: 503-231-4007



MULTNOMAH COUNTY

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MAR 23 1993

GLADYS McCOY

KM✓

INTEREST FORM FOR BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

INTEGRATED PEST MANAGEMENT ADVISORY
COMMITTEE

- B. Name MARCIA E. KEESEY

Address 7017 SW 7th AVENUE

City PORTLAND State OR Zip 97219

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone (503) 246-4713

- C. Current Employer N/A

Address _____

City _____ State _____ Zip _____

Your Job Title _____

Work Phone _____ (Ext) _____

Is your place of employment located in Multnomah County? Yes _____ No _____

- D. Previous Employers _____ Dates _____ Job Title _____

see attached resume

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. FIFTH, ROOM 1410
PORTLAND, OREGON 97204

(503) 248-3308

CONTACT: KATHY MILLARD

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
OSPIRG		
Red Cross		Emergency services
PCC: ESL program		tutor English

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
see attached resume		

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Renee LaScala	Red Cross	284-0011 ext 194
Prof. Martin Stout	11731 S. Circle, Whittier CA	(310) 695-7743

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

none

I. Affirmative Action Information

F Asian American
sex / racial ethnic background

birth date: Month 12 Day 28 Year 1950

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Michael Date 3/17/93

MARCIA ELLEN KEESEY
7017 SW 7th Avenue
Portland, OR 97219
(503) 246-4713

**PROFESSIONAL
SKILLS**

Environmental remediation (water quality and hazardous waste)

Project management and report writing

Site investigation and assessment

Surface and ground water quality monitoring

Major construction practices

Biotechnical erosion control

**PROFESSIONAL
EXPERIENCE**

Associate Engineering Geologist (Hydrogeology)
1987-92
CALIFORNIA WATER RESOURCES CONTROL BOARD,
Sacramento, CA

Ms. Keesey managed the recently established statewide abandoned mine activities program and was instrumental in obtaining over \$3.1 million for abandoned mine remediation projects. She also managed related Federal Clean Water Act Nonpoint Source grants, with emphasis on innovative, multi-disciplinary technology and best management practices. Ms. Keesey developed environmental compliance strategies and NPDES permit conditions, and has evaluated and prepared reports on treatment technologies for industrial wastes and acid mine drainage. She has assisted local governments and community groups in addressing nonpoint source pollution problems, and addressed the State Senate Committee members regarding pollution from abandoned mines.

Ms. Keesey is experienced in landfill regulation, surface and groundwater monitoring, and inspection of industrial hazardous waste sites for RCRA compliance. She has advised legal staff and analyzed plans and specifications for proposed pollution control systems for compliance with State and federal water quality protection regulations and standards for the treatment, storage and disposal of hazardous wastes.

Ms. Keesey coordinated the controversial Penn Mine Oversight Committee and the Joint Penn Mine Task Force. She served on the interagency Mine Waste

Marcia Ellen Keesey
7017 SW 7th Avenue
Portland, OR 97219
(503) 246-4713

Task Force, the interagency RCRA Comprehensive Groundwater Monitoring Evaluation Task Force, and the interagency Waste-to-Energy Technical Advisory Committee (waste incineration).

She recently represented water quality issues and nonpoint source pollution for an environmental restoration delegation to Russia and Estonia.

Associate Engineering Geologist, 1984-87
Assistant Engineering Geologist, 1981-1984
Transportation Engineering Technician and Student Assistant, 1979-81
CALTRANS, Engineering Services - Los Angeles

As Project Geologist for major highway-related construction projects, Ms. Keesey developed geotechnical field investigations and supervised drilling crews. She is experienced in geologic mapping, geophysical/geotechnical instrumentation, and rock slope engineering, and has prepared numerous geologic and environmental impact reports. She provided recommendations and preliminary designs for civil engineering works including landslide corrections, bridge and retaining wall foundations, engineered fills, subsurface drainage and underground fuel tank installations throughout California. Ms. Keesey has researched innovative highway design and use of construction materials, and has provided technical input at public meetings and for legal testimony.

**ADDITIONAL
EXPERIENCE**

MICROBIOLOGICAL LABORATORY TECHNICIAN
Continental Cultures, Glendale CA - 1979

CIVIL ENGINEERING ASSISTANT
Lockman & Associates, Monterey Park, CA - 1978

EDUCATION

CALIFORNIA STATE UNIVERSITY, LOS ANGELES
Geology (Engineering Geology), B.A. 1981
Biology and microbiology, 1976-78

IMMACULATE HEART COLLEGE, Los Angeles, CA
Social and microbiological sciences, 1971

Safety Training Certificate for Hazardous Waste Operations (OSHA 1910.120)

RECEIVED

MAR 18 1993 KM ✓



MULTNOMAH COUNTY OREGON

GLADYS McCOY
COUNTY CHAIR

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Multnomah's County's Integrated Pest Management
Advisory Committee

- B. Name BRUCE ALLEN NELSON

Address 4922 NE GOING ST

City PORTLAND State OR Zip 97218

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 287-7690

- C. Current Employer Collier Arbor Care

Address 9032 SE DIVISION ST

City PORTLAND State OR Zip 97266

Your Job Title Arborist / Entomologist

Work Phone 774-9642 (Ext) _____

Is your place of employment located in Multnomah County? Yes ☒ No _____

D. Previous Employers	Dates	Job Title
All metro Spray	7/85 - 5/86	Pest Control
Washington State U	9/82 - 5/84	Teaching assistant Research assistant

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1120 S.W. FIFTH, ROOM 1410

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT: KATHY MILLARD

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Portland Parks Bureau		IPM Advisory Committee

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Washington State U.	9/62 - 6/65	MS Entomological - Biological Control of Insects
Portland State U.	9/78 - 5/80	Biology, Chemistry
University of Pennsylvania	9/69 - 5/73	BA African Studies

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

294-7084 Dr. Jerry Slepach 3509 NW Raleigh St Portland 97210

222-1963 Jean Cameron Oregon Environmental Council 027 SW Arthur Portland 97201

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Work for Collins Arbor Care deals with pest management practices on residential and commercial landscapes. I see this as an asset but I assume there could arise situations where a potential conflict of interest could arise

I. Affirmative Action Information

M Caucasian
sex / racial ethnic background

birth date: Month 01 Day 4 Year 51

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Bruce Allen Nelson Date 16 March 1993



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 APR 22 1993
 GLADYS MCCOY
 MULTNOMAH COUNTY CHAIR

INTEREST FORM FOR BOARDS AND COMMISSIONS

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A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

INTEGRATED PEST MANAGEMENT ADVISORY COMMITTEE
 (I'VE BEEN ON THIS COMMITTEE IN THE PAST)

B. Name DAVE ADAMS, C.S.H.

Address NWRTEC, 15210 NE MILEY RD

City AURORA State OR Zip 97002

Do you live in NO unincorporated Multnomah County or NO a city within Multnomah County.

Home Phone 266-4376

C. Current Employer OREGON STATE UNIV.

Address NWRTEC, 15210 NE MILEY RD

City AURORA State OR Zip 97003

Your Job Title DISTRICT EXTENSION AGENT

Work Phone 678 1264 (Ext) —

Is your place of employment located in Multnomah County? Yes — No X

D. Previous Employers — Dates — Job Title —

22 YRS WITH OSU

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
----------------------	-------	------------------

I DON'T KEEP TRACK		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
----------------	-------	------------------------

MICHIGAN STATE UNIV.	1959	BS
" " " "	1961	MS
OREGON " "	1966	PHD

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

PAUL SUNDORLAND, OSU, MULT CO EXT. SER 254-1500

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.


I. Affirmative Action Information

M CAUC-
sex / racial ethnic background

birth date: Month 12 Day 14 Year 33

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature



Date

19 Apr 1993

MEETING DATE: May 6, 1993

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Between the City of Portland, Multnomah County and Portland School District No. 1

AGENDA REVIEW/
BOARD BRIEFING Date Requested: May 4, 1993

Amount of Time Needed: 2 Minutes

REGULAR MEETING: Date Requested: May 6, 1993

Amount of Time Needed: 1 Minute

DEPARTMENT: Non-Departmental DIVISION: Commission District #2

CONTACT: Mike Delman TELEPHONE #: 248-5219
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Gary Hansen

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement Between the City of Portland, Multnomah County and Portland School District No. 1, Regarding the Distribution of Payments in Lieu of Taxes (PILOT) Funds, Pursuant to Board Resolution 93-119 Adopted April 22, 1993.

5/17/93 fully
executed original to
Purchasing copies
to finance & treas

5/17/93 4 executed originals to Bob
Durstun with instruction to return 1
completely executed original to Board
Clerk SIGNATURES REQUIRED:

Delman 5/18/93 copy to JOY also
ELECTED OFFICIAL: Gary Hansen

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 27 AM 11:44

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovern-)	
mental Agreement with the Portland)	R E S O L U T I O N
School District and the City of)	93-119
Portland Designating PILOT Fund)	
Use and Transferring Title to)	
Kennedy School)	

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland; and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years; and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT funds; and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-wide Housing Affordability Strategy (CHAS); and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement; and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site; and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School; and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County; and

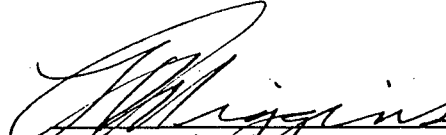
WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners intend to enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego their rights to PILOT funds for not more than ten years; (b) the Portland School District to forego its right to receive PILOT funds for a period of not more than ten years; (c) the payment to the Portland School District of \$650,000 in installments; (d) a transfer of Kennedy School to the City of Portland. The form of the proposed Agreement is attached as Exhibit A.

DATED this 22nd day of April, 1993.

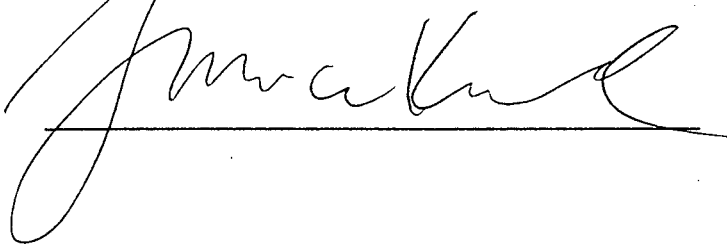


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF PORTLAND, MULTNOMAH COUNTY AND PORTLAND SCHOOL
DISTRICT NO. 1

I. RECITALS

- A. The City of Portland (City), Multnomah County (County), and Portland School District No. 1 (District) share a common interest in improving the educational environment for children within Multnomah County and the City of Portland. This interest has resulted in joint funding of collaborative projects, including more than \$1 million budgeted by the City of Portland for FY 1992-93 to fund projects benefitting students of the District.
- B. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- C. The primary recipients of PILOT funds from HAP are the City, the County and the District. The City, the County and the District have received approximately 90% of the PILOT payments from HAP.
- D. A constitutional limit on property taxes imposed as a result of Ballot Measure 5 will decrease the share of PILOT receipts for the District and increase the amounts to be received by the City and County.
- E. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties. These rents are directly subsidized by the Department of Housing and Urban Development (HUD).
- F. Recent directives from HUD encourages HAP to decrease the number of directly-subsidized properties owned by HAP. Such a decrease in HAP-owned properties will result in a reduction of PILOT receipts by the City, the County and the District.
- G. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 in PILOT funds which are available to be disbursed.
- H. A fixed-term agreement has been reached by the City, the County and the District concerning distribution of PILOT funds in a manner that each expects to benefit students of the District by improving educational facilities, affordable housing, and community services within the City and the County.

- I. The agreement between the City, the County and the District involves, in part, the transfer of Kennedy School from the District to the City.
- J. The Concordia Neighborhood Association has expressed strong interest in participating in an achievable development plan for the Kennedy School site.

II. MUTUAL AGREEMENTS

In consideration and recognition of their common interests, the projected reductions in PILOT funds, the changes in the PILOT distribution formula resulting from Ballot Measure 5, the funds projected in the FY 1992-93 budgets of the City and the County to benefit students of the District and the intent of the City and the County to continue such funding into the future, the undersigned mutually agree as follows:

A. Right to Future PILOT Receipts

1. Suspension of Right to Receipts. For a period of not less than 10 years each party agrees to suspend and waive any right to retain PILOT funds disbursements. During this suspension period each party shall assign its allotment of PILOT funds to the Multnomah County/City of Portland Housing and Community Development Commission (HCDC) and the parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The assigned funds shall be used in accordance with the terms of this agreement.
2. Restriction of PILOT Fund Uses. During the term of this Agreement, each party agrees that uses of PILOT funds, except as provided in Section II.B. herein, will be restricted to those housing and housing-related activities recommended by the HCDC and approved by both the City and the County.

B. Distribution of Current PILOT Funds Balance

1. Management of Balance by City. Each party agrees to waive any right to retain current PILOT funds disbursements. Each party agrees to assign its allotment of current PILOT funds to HCDC. The parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The City, as administrative manager of the HCDC, will receive and disburse the PILOT funds currently held by HAP. Disbursement shall be as herein provided in Section II.B.2. below.
2. Approved Disbursement. The following disbursements will be made by the City:

- a. A maximum of \$100,000 to the City to conduct a social services siting policy study.
- b. A maximum of \$20,000 to the City to reimburse the City for costs associated with vacating a portion of North Commercial Street and relocating fire suppression lines in conjunction with development at Jefferson High School.
- c. A maximum of \$150,000 to the City for producing an achievable development plan for the reuse of the Kennedy School property, to provide interim maintenance and security, and to pay for other pre-development costs associated with the reuse of the property.
- d. An amount of \$450,000 now and \$50,000 each year for the next four years thereafter to the District.
- e. Funds remaining after providing for items II.B.2. a-d above will be disbursed for housing and housing-related activities in a manner to be determined by the HCDC and approved by the City and County.

C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the historic Kennedy School building.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

III. SPECIFIC PROMISES

In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

- 1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

- 1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

2. Participate with the City, the Concordia Neighborhood Association, and other interested parties in development plans for the Kennedy School site.

C. City of Portland agrees to:

1. Accept the deed for Kennedy School from the District.
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4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School.
7. Perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

The parties shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is

of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

V. TERM

The term of this Agreement shall be effective as of May 10, 1993 and shall terminate ten (10) years from the effective date.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Acting Chair Hank Miggins

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

Laurence Kressel, County Counsel

SCHOOL DISTRICT NO. 1

Dr. Donald McElroy
Executive Deputy Superintendent

George Collins
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

Don Jeffery, PPS Staff Attorney

Harvey Barragar, Board Counsel

FAX#

823-2387

April 22, 1993

TO WHOM IT MAY CONCERN:

Please secure the necessary signatures on these four copies of the intergovernmental agreement (IGA) for PILOT agreement.

If you call me when the documents are signed, I will secure the signatures of city and school district officials. I will return a completed copy of the IGA when all signatures have been obtained.

If you have any questions please call me.

Thanks,
Bob Durston
823-2389

Bureau of Community Development

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500453

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>5/6/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Contact Person Mike Delman Phone 248-5219 Date April 27, 1993Department Non-Departmental Division Commission Dist#2 Bldg/Room 106/1500Description of Contract IGA Between City of Portland, Multnomah County and Portland School District No. 1 Concerning the Distribution of Payment in Lieu of Taxes (PILOT) Funds.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland, Bureau of Community DevelopmentMailing Address 808 SW 3rd, Suite 600 Atten: Bob DurstonPortland, Oregon 97204Phone 823-2389Employer ID # or SS # 96-6002236Effective Date May 10, 1993Termination Date May 10, 2003Original Contract Amount \$ -0-Amount of Amendment \$ -0-Total Amount of Agreement \$ -0-**Payment Term**☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Gay HensePurchasing Director
(Class II Contracts Only) LDCounty Counsel MigginsCounty Chair/Sheriff MigginsDate April 27, 1993

Date _____

Date 4/27/93Date May 6, 1993

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT

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CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Acting Chair Frank Miggins

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

for Laurence Kressel, County Counsel

SCHOOL DISTRICT NO. 1

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 5/6/93
DEB BOGSTAD
BOARD CLERK

Dr. Donald McElroy
Executive Deputy Superintendent

George Collins
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

Don Jeffery, PPS Staff Attorney

Harvey Barragar, Board Counsel



PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227

Phone: (503) 249-2000

Mailing Address: P.O. Box 3107 / 97208-3107

OFFICE OF THE SUPERINTENDENT

Donald D. McElroy
Executive Deputy Superintendent

May 14, 1993

Ms. Deborah Bogstad
Multnomah County Oregon
Office of the Board Clerk
1120 S. W. Fifth, Suite 1510
Portland, OR 97204

Dear Ms. Bogstad:

Enclosed is one (1) signed original of the *Intergovernmental Agreement Between The City of Portland, Multnomah County and Portland School District No. 1*. Attached to that document is a copy of the Portland School Board Resolution No. **X-4212** adopted by our Board of Education May 13, 1993.

Please feel free to contact me if there are questions.

Sincerely,

Wanda Taylor
Executive Secretary
Superintendent's Offices

Enclosure (1)

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500453

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>5/6/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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(Class II Contracts Only) LDCounty Counsel LDCounty Chair/Sheriff MigginsDate April 27, 1993

Date _____

Date 4/27/93Date May 6, 1993

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C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the historic Kennedy School building.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

III. SPECIFIC PROMISES

In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

- 1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

- 1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

2. Participate with the City, the Concordia Neighborhood Association, and other interested parties in development plans for the Kennedy School site.

C. City of Portland agrees to:

1. Accept the deed for Kennedy School from the District.
2. Administer, as provided herein, current and future PILOT funds disbursed from HAP.
3. Conduct a social service siting policy study.
4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School.
7. Perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

The parties shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is

of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

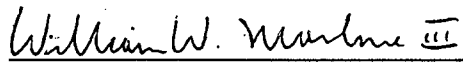
V. TERM

The term of this Agreement shall be effective as of May 10, 1993 and shall terminate ten (10) years from the effective date.


CITY OF PORTLAND


Commissioner Gretchen Kafoury

APPROVED AS TO FORM:


Jeffrey L. Rogers, City Attorney
Deputy

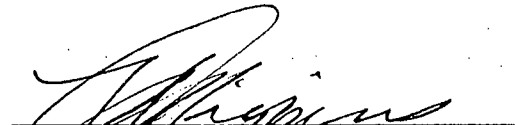
SCHOOL DISTRICT NO. 1


Dr. Donald McElroy
Executive Deputy Superintendent


APPROVED AS TO FORM:


Don Jeffery, PPS Staff Attorney

MULTNOMAH COUNTY

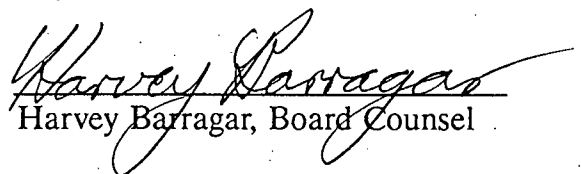

Acting Chair Frank Miggins

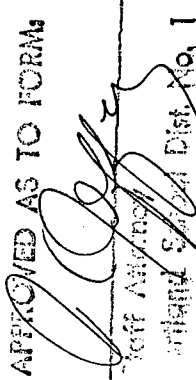
REVIEWED:


Laurence Kressel, County Counsel
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 5/6/93
DEB BOGSTAD
BOARD CLERK


George Collins
Deputy Clerk

REVIEWED:


Harvey Barragar, Board Counsel

APPROVED AS TO FORM:

Jeff Anderson
Portland School Dist. No. 1

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovern-)	
mental Agreement with the Portland)	R E S O L U T I O N
School District and the City of)	93-119
Portland Designating PILOT Fund)	
Use and Transferring Title to)	
Kennedy School)	

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland; and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years; and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT funds; and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-wide Housing Affordability Strategy (CHAS); and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement; and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site; and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School; and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County; and

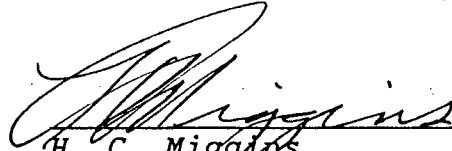
WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners intend to enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego their rights to PILOT funds for not more than ten years; (b) the Portland School District to forego its right to receive PILOT funds for a period of not more than ten years; (c) the payment to the Portland School District of \$650,000 in installments; (d) a transfer of Kennedy School to the City of Portland. The form of the proposed Agreement is attached as Exhibit A.

DATED this 22nd day of April, 1993.

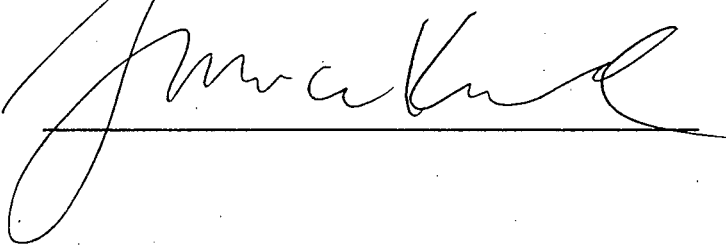


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL



ORDINANCE NO. **166519**

*Authorize Intergovernmental Agreement with Portland School District No. 1
and Multnomah County to designate use of Payment-in-lieu-of-taxes
funds and transfer of title to Kennedy School from School District to City.
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make Payments-in-lieu-of-taxes (PILOT) to local taxing jurisdictions.
2. The primary recipients of PILOT funds are the City, County and School District, which receive approximately 90% of the PILOT payments.
3. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 which is available for disbursement.
4. The City should enter a fixed-term agreement with the County and School District to distribute the PILOT funds for: educational improvements; affordable housing; and community services.

NOW, THEREFORE, the Council directs:

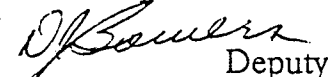
- a. The Commissioner of Public Affairs is hereby authorized to enter into an intergovernmental agreement with the County and School District to direct the distribution of PILOT funds in a manner substantially in conformance with the agreement attached as Exhibit "A".
- b. The Commissioner of Public Affairs is hereby authorized to execute the terms of said intergovernmental agreement.

Section 2. The Council declares that an emergency exists because the services described in Section 1 herein are required immediately; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,

MAY 12 1993

Commissioner Gretchen Kafoury
Bob Durston
May 7, 1993

BARBARA CLARK
Auditor of the City of Portland
By 
Deputy

Amended Interagency Exchange
Portland School District/City of Portland/Multnomah County

WHEREAS, the District is presently entitled to receive a portion of certain payments in lieu of taxes ("PILOT") made by Housing Authority of Portland, and

WHEREAS, Multnomah County and the City of Portland have requested that the District forego its right to receive PILOT funds for a period of not less than 10 years so that PILOT funds can be used for programs of the Multnomah County/City of Portland Housing and Community Development Commission, and

WHEREAS, the City of Portland and Multnomah County have agreed to provide the District with \$450,000 now and \$50,000 each year for the next four years (for a total of \$650,000) to pay a portion of the costs for development at Jefferson High School, and

WHEREAS, Kennedy School is not presently being used by the District and cannot be used without expensive removal of asbestos within the building, and extensive renovation, and

WHEREAS, the Board of Education has determined that, in view of uncertainty as to the continued availability of PILOT funds and the benefits which would be received by the District through the funding of the development of the building and campus at Jefferson High School, it would be in the best interests of the District to enter into an Intergovernmental Agreement with the City of Portland and Multnomah County to complete such transactions, and since agreement to such transactions has already been adopted by the City of Portland and Multnomah County, now therefore be it

RESOLVED that the District enter into an Inter-governmental Agreement with Multnomah County and the City of Portland providing for (a) the District to forego its right to receive PILOT funds for a period of not less than 10 years. (b) the payment to the District of \$650,000 in installments to pay a portion of the development costs at Jefferson High School, and

BE IT FURTHER RESOLVED that the Executive Deputy Superintendent and the Deputy Clerk be and are hereby authorized to execute and deliver on behalf of the district an Intergovernmental Agreement in such form as may be approved by them to carry out the intent of the foregoing resolution and have authority to deed over the Kennedy site to the City of Portland.

Adopted Portland School Board
May 13, 1993

Meeting Date MAY 06 1993

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with Oregon Dept. of Fish & Wildlife

BCC Informal May 4, 1993 BCC Formal May 6, 1993
(date) (date)

DEPARTMENT Environmental Services DIVISION Park Services

CONTACT Charles Ciecko TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Charles Ciecko

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This replaces an Agreement that came before the Board and was ratified November 24, 1992. That Agreement was not executed. The rewritten Agreement with modifications to Effective Date and Duration and funding considerations is attached.

This Intergovernmental Agreement with Oregon Dept. of Fish & Wildlife provides assistance with the development of a long term, comprehensive management plan for Burlington Bottoms. The agreement specifies costs to be reimbursed to the county by ODFW. Approximately 52 hours of Park Services staff time is required.

5/7/93 originals to Charlie Ciecko

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER cc BH Wallian

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:31
MULTI-COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302153

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>5/6/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department Environmental Services Division Park Services Date 4/20/93Contract Originator Charles Ciecko Phone 248-5050 Bldg/Room #425/YeonAdministrative Contact Charles Ciecko Phone 248-5050 Bldg/Room same as aboveDescription of Contract Intergovernmental Agreement with Oregon Department of Fish & Wildlife to provide assistance with the development of long term comprehensive management plan for Burlington Bottoms.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Dept. of Fish & WildlifeMailing Address 17330 SE Evelyn Street
Clackamas, OR 97015Phone 657-2000

Employer ID# or SS# _____

Effective Date Upon executionTermination Date August 1, 1993Original Contract Amount \$ 1,674.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 1,674.00**REQUIRED SIGNATURES:**Department Manager BH WilliamPurchasing Director (Class II Contracts Only) LD BayCounty Counsel LD BayCounty Chair / Sheriff LD BayContract Administration (Class I, Class II Contracts Only) LD BayRemittance 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 \$ _____Encumber: Yes ☐ No ☐Date 4/22/93

Date _____

Date 4/26/93Date May 6, 1993

Date _____

Date _____

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV SRC Code	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	330	030	5311			4240			Revenue	\$1,674.00		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This agreement is between the Oregon Department of Fish and Wildlife, hereafter known as ODFW, and the Multnomah County Department of Environmental Services, hereafter known as MCDES.

This agreement describes the cooperative work to be performed by the ODFW and MCDES to write a management plan for Burlington Bottoms located along Multnomah Channel northwest of the Sauvie Island bridge at T2N R1W Sections 20, 21. Burlington Bottoms is currently owned by the Bonneville Power Administration (BPA), purchased to meet section 1003(b) (7) of the Wildlife Mitigation Rule adopted by the Northwest Power Planning Council. ODFW shall receive funds from BPA to pay for ODFW expenses incurred as well as those incurred by MCDES. If the BPA funding is for any reason terminated, for the work described in this agreement, then this agreement shall terminate on the same date the funding terminated.

The ODFW supervising representative for this agreement is Joseph Pesek.

The MCDES supervising representative for this agreement is Charles Ciecko.

Effective Date and Duration

This agreement shall become effective on March 15, 1993 (or on the date which everyone has signed this agreement). This agreement shall expire, unless otherwise terminated or extended, on August 1, 1993. Payment for work performed after June 30, 1993 is subject to Legislative approval of such payment.

Termination

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 (thirty) days notice in writing and delivered by certified mail or in person.

Statement of Work

The statement of work is contained in Exhibit A.

Consideration

(a) ODFW agrees to pay the MCDES not to exceed sum of \$ 1,674.00 for the accomplishment of the work, including any allowable expenses.

(b) Payments shall be made to MCDES according to the schedule in Exhibit A.

Amendments

The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both parties.

APPROVED BY OREGON DEPARTMENT
OF FISH AND WILDLIFE

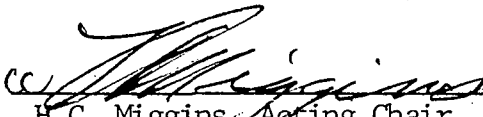

Richard Coreson
Assistant Director

Agency Representative/Title

4.14.93

Date

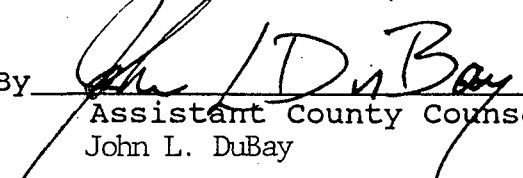
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



H.C. Miggins, Acting Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Assistant County Counsel
John L. DuBay

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 5/6/93

DEB BOGSTAD
BOARD CLERK

EXHIBIT A

Interagency Agreement for Services

ODFW - MCDES

Statement of Work:

The ODFW, MCDES, Bonneville Power Administration (BPA), and the Nature Conservancy (TNC) will cooperate to write a long term, comprehensive management plan for Burlington Bottoms.

The MCDES will provide 5 days (assuming an 8 hour day) of service by the Parks Director, one-half (0.5) day by a word processing specialist, and 1 day by a planner.

The specific duties that will be performed by the above mentioned personnel in cooperation with ODFW will include attending meetings and providing input, assisting to draft, editing, and finalizing a management plan for Burlington Bottoms. ODFW will be the overall coordinator for the project.

Delivery Schedule:

The time frame for accomplishment of work described in the statement of work depends on the finalization of the contract between ODFW and BPA. ODFW shall not enter into any agreement of work with the MCDES for this project until the contract is finalized between ODFW and BPA.

Work shall be performed between March 15, 1993 and August 1, 1993.

Considerations:

a. Payment not to exceed \$ 1,674.00 including any travel and other expenses reimbursement when noted below. See attached budget summary.

b. Interim payments shall be made to MCDES according to the following schedules: once every 30 days from the beginning of the contract until August 1, 1993.

c. The MCDES shall not exceed, and ODFW will not pay, any amount in excess of the maximum compensation amount set forth above.



OFFICE MEMORANDUM ... DEPARTMENT OF ENVIRONMENTAL SERVICES

Post-It™ brand fax transmittal memo 7671		# of pages > 1	
To	Doug Cottam	From	C/Ko
Co.	OKW	Co.	Mult Co
Dept.		Phone #	248-5550
Fax #	657-2050	Fax #	

TO: Doug Cottam
FROM: Charles Ciecko
DATE: September 14, 1992
SUBJECT: Multnomah County Portion--Burlington Bottom Management Plan Budget

Doug, per our recent phone conversation--below is the estimated budget for the Burlington Project. Please call if I have omitted anything.

<u>I. Salaries</u>	<u>Days</u>	<u>Daily Rate</u>	<u>Total</u>
Parks Director	5	177.00	\$884.00
Word Processor	.5	138.00	69.00
Planner	1	109.00	109.00
<u>Benefits</u>			
Parks Director	(35% of base)		309.00
Word Processor	not applicable		
Planner	(35% of base)		38.00
Total Salaries and Benefits			\$1,409.00
<u>II. Travel/Transportation</u>			
Per Diem	0	0	0
Travel (County vehicle)	.6	16.00	12.00
Total			\$12.00
<u>III. Operations and Maintenance</u>			
Office Supplies			\$5.00
Telephone			5.00
Total			\$10.00
<u>IV. Overhead</u>			
Standard County rate--17% =			\$243.00
Total Estimated Budget			<u>\$1,674.00</u>

MAY 06 1993

Meeting Date APR 29 1993

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with city of Portland

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

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Bob Pearson TELEPHONE X3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental Agreement with the city of Portland to include sanitary sewer project with our contract for SE Foster Road improvements. City of Portland will be billed monthly by the county and payments received within 30 days of the city's approval of billing. The city will also pay for project management and administration costs as related to the sanitary sewer.

5/7/93 ORIGINALS to Bonnie Scheeland

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER BH Wallin

(All accompanying documents must have required signatures)

3706V/0338E

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:02
MULTI-NOAH COUNTY
OREGON



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302103

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>5/6/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department Environmental Services Division Transportation Date 4/12/93

Contract Originator Bonnie Scheeland Phone 248-3979 Bldg/Room #425

Administrative Contact Bob Pearson Phone 248-3838 Bldg/Room #425

Description of Contract Intergovernmental Agreement with the city of Portland to include sanitary sewer project with our contract for SE Foster Road (SE 128th-136th Aves.) improvements.

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

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

Contractor Name City of Portland
Bureau of Environmental Svcs.

Mailing Address 1120 SW Fifth Avenue
Portland, OR 97204

Phone 796-7106

Employer ID # or SS # _____

Effective Date Upon signature

Termination Date Upon Completion

Original Contract Amount \$ 1,000,000 (estimated)

Amount of Amendment \$ _____

Total Amount of Agreement \$ 1,000,000 (estimated)

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 BH William

Purchasing Director
(Class II Contracts Only) Phil DuBois

County Counsel John Higgins

County Chair/Sheriff _____

Contract Administration
(Class I, Class II contracts only) _____

Encumber: Yes ☐ No ☐

Date 4/16/93

Date _____

Date 4/15/93

Date May 6, 1993

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.	150	030	6129			2773					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INTERGOVERNMENTAL
AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1993, by and between MULTNOMAH COUNTY, (hereinafter "County") and THE CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES (hereinafter "City"), pursuant to the authority granted in ORS Chapter 190.

WHEREAS, the City has been ordered by THE STATE OF OREGON ENVIRONMENTAL QUALITY COMMISSION to provide sanitary sewer service to the affected area of Mid-Multnomah County as described in the Mid-Multnomah County Sewer Implementation Plan; and

WHEREAS, The County intends to make roadway improvements on S.E. Foster Rd. from S.E. 122nd to S.E. 136th beginning May, 1993; and

WHEREAS, This section of S.E. Foster Rd. does not currently have sanitary sewer service and it lies within the affected area; and

WHEREAS, the City and the County have agreed that it is desirable to incorporate the needed City sanitary sewer improvements in the County contract for the S.E. Foster Rd. improvements to facilitate construction and minimize current and future expenses to both parties;

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The County hereby agrees to perform the following services:

1. Prepare contract and bidding documents, including the City prepared plans and specifications and call for bids. The Contractor performing the sewer work shall be previously qualified by the County in sewer construction to the estimated budgeted amount shown in this document.
2. Submit construction bids to the City for their approval, prior to the award of the construction contract.
3. Award the contract, contract for construction of the project and administer the contract.
4. Confer with the City on a regular basis and promptly respond to any inquiries from City personnel in regard to this project.

5. Provide all necessary survey services to install the sanitary sewer mainline and service branches.
6. Provide a separate unit in the contract bid proposal that covers all sanitary sewer work items.
7. Incorporate the City Of Portland Standard Specifications, Division- 2 General Technical Requirements, Division 4-Sewers, and City of Portland Standard Plans, Division 4-Sewers into the contract documents for work done as part of the sanitary sewer unit.

B. The City hereby agrees to perform the following services:

1. Provide the County with plans and specifications for the sanitary sewer, and a Sanitary Sewer Unit for the proposal.
2. Review and return the bidding documents prior to bid within seven (7) calendar days from date of receipt from the County.
3. Inspect all aspects of the construction of the sanitary sewer, including, but not limited to, mainline and lateral pipelaying operations, manhole installation, and mainline and lateral trench backfill and compaction. City inspection personnel shall have direct inspection authority and contact with the contractor in regard to the work covered under the Sanitary Sewer Unit in the proposal. City inspection personnel shall promptly notify the County project manager of any defects in the work and/or any failure of the contractor to comply with the plans and specifications.
4. Prepare As-Built plans of the sanitary sewer.
5. The City's Materials Testing Lab will perform density tests on trench backfill and other testing as deemed necessary by City inspection personnel on the sanitary sewer.
6. Maintain daily reports of sanitary sewer construction progress and provide the County with monthly pay quantities for the sanitary sewer work.
7. Review and approve sewer bids prior to award by County.

II. TIME OF PERFORMANCE/SCHEDULE

- A. The county shall advertise the contract for bid by May, 1993, issue a notice to proceed by June, 1993 and complete the sanitary sewer work by February, 1994.
- B. In the event of unforeseen circumstances beyond the control of the County, the "Time of Performance" may be amended as set forth in Section VI, "Amendment to Agreement".

III. ESTIMATED COST

- A. The estimated construction cost for the sanitary sewer facilities is \$1,000,000 dollars.

IV. COMPENSATION BY THE CITY

- A. The City shall pay the County based on actual bid prices per items of work shown in the Sanitary Sewer Unit in the contract proposal, including any necessary change orders plus an appropriate amount for project management and administration, not to exceed 3% of the total bid price for the sanitary sewer. Payment for project management and administration shall include the sanitary sewer survey construction staking costs.
- B. The County shall keep itemized records of services performed under this Agreement in sufficient detail to allow the City to monitor work progress in relation to compensation claimed.
- C. The County shall submit monthly requests for payment for the actual costs incurred for work performed under this Agreement during the previous month. The City shall review the work performed within ten days of receipt of the payment request, and shall disburse funds within 30 days of City approval of said request.

V. OWNERSHIP AND MAINTENANCE OF COMPLETED FACILITIES

- A. After the final inspection of the sanitary sewer facilities and approval by the County and the City, the City will accept the sanitary sewer improvements and assume maintenance, operation, and ownership responsibilities for the improvements. The contractor's one year warranty period will begin at that date.

- B. At the end of the one year warranty period, the City and County will jointly inspect the sanitary sewer for defects. The repair of any construction related defects covered under the contractor's warranty and maintenance bond will be made at no cost to the City. The City will reimburse the County for expenses it incurs to have any warranty work on the sanitary sewer completed.

VI. AMENDMENT OF AGREEMENT

- A. The City and the County may amend this agreement from time to time by mutual written agreement.

VII. CONDITIONS TO AGREEMENT

- A. Permits

The County agrees to waive the County permits and associated fees for the sanitary sewer installed under this agreement.

- B. Worker's Compensation

The County shall require the contractor to provide worker's compensation coverage pursuant to ORS Chapter 656 for all subject workers performing work in connection with this agreement.

- C. Indemnification Clause

Subject to any provision of the Oregon Constitution and ORS 30.260-3 and within the limits set forth in ORS 30.270, the County hereby agrees to protect, defend, hold harmless, and indemnify the City, its officers, employees and agents of and from any claims, damages, compensation, suits, actions and expenses, including reasonable attorney's fees, occasioned in whole or in part by the negligent acts, errors or omissions of the County, or anyone employed by the County, while in any way engaged in the performance of this Agreement.

Subject to any provision of the Oregon Constitution and ORS 30.260-3 and within the limits set forth in ORS 30.270, the City hereby agrees to protect, defend, hold harmless, and indemnify the County, its officers, employees and agents of and from any claims, damages, compensation, suits, actions and expenses, including reasonable attorney's fees, occasioned in whole or in part by the negligent acts, errors or omissions of the City, or anyone employed by the City, while in any way engaged in the performance of this Agreement.

D. Termination

The City shall be given 72 hours to review the bid prices following the bid opening and shall have the right to cancel their portion of the work prior to the award of the contract.

E. Determination of Low Bid

The lowest responsive bidder for this contract shall be the bidder with the lowest combined bid for the roadway work unit and sanitary sewer unit. If the City cancels its portion of the work, the lowest responsive bidder will be the lowest bidder for the roadway work.

F. Change Orders

The City shall approve all change orders for the sanitary sewer work prior to the County having the work done.

G. Resolution of Disputes

Any dispute arising from this Agreement that cannot be resolved by negotiation shall be subjected to mediation. The parties shall agree upon a single mediator. If the dispute cannot be resolved by mediation, the parties may agree upon arbitration, or may pursue whatever remedies may be available. However, City design and construction standards shall not be subject to negotiation.

H. Project Management

The City's project manager for this project shall be Kim D. Mattson. The County's project manager for this project shall be Bonnie Scheeland.

I. Notice

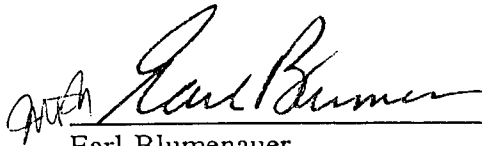
Both parties to this agreement shall act in a timely manner so as not to delay the project. If either party fails to respond within 48 hours to a request from the other party, the requesting party's proposed action is deemed approved. Notice of a proposed action shall be given to the respective party's designated project manager by phone or FAX transmission, followed by a hard copy letter.

J. Responsibility for Contract Claims

If the contractor asserts claims relative to this project, the City shall be responsible for responding to claims relative to the sanitary sewer work and the County shall be responsible for responding to claims relative to the roadway work. If the claim involves both sanitary sewer and roadway work, the City and the County will jointly respond. The County shall not settle claims relative to the sanitary sewer work, including, but not limited to claims based upon changed conditions, without first obtaining the City's written consent to the proposed resolution. This requirement does not apply if the County accepts sole responsibility for paying any amounts attributed to the claim.

Dated this _____ day of _____, 1993

City of Portland



Earl Blumenauer
Commissioner of Public Works

Board of County Commissioners
For Multnomah County, Oregon

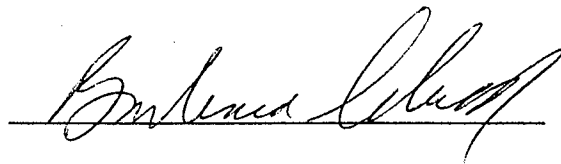


H.C. Miggins, Acting Chair

Barbara Clark
City Auditor

ATTEST

Reviewed:



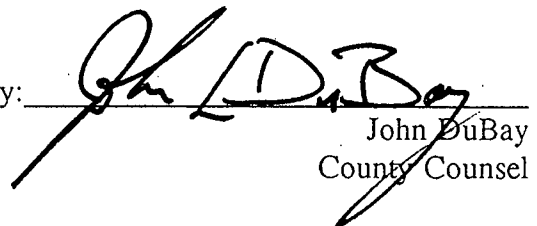
APPROVED as to FORM
APPROVED AS TO FORM



CITY ATTORNEY

City Attorney

by:



John DuBay
County Counsel

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-5 DATE 5/6/93
DEB BOGSTAD
BOARD CLERK

ORDINANCE NO. **166367.**

*Authorize an intergovernmental agreement with Multnomah County for the construction of Sanitary Sewer facilities as part of a County roadway improvement project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City has been ordered by the State of Oregon Environmental Quality Commission to provide sanitary sewer service to the Affected Area of Mid Multnomah County as described in the Mid Multnomah County Sewer Implementation Plan.
2. Multnomah County intends to make roadway improvements on SE Foster Road from SE 122nd to SE 136th beginning May, 1993.
3. SE Foster Road from SE 122nd to SE 145th does not currently have sanitary sewer service and it lies within the Affected Area.
4. The City and Multnomah County have agreed that it is desirable to incorporate the needed City sanitary sewer improvements in the County contract for the SE Foster Road improvements to facilitate construction and minimize current and future expenses to both parties.
5. Pursuant to City Charter Section 1-101, 1-102, 2-105 and 13-201 and ORS Chapter 190, the City has the authority to enter into an intergovernmental agreement with Multnomah County.
6. Funds are available in the 1992-93 Sewage Disposal Fund Budget for this work.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the Auditor are authorized to execute an agreement with Multnomah County for the incorporation of needed sanitary sewer facilities in County roadway improvements scheduled for SE Foster Road, said agreement to be in substantial conformance with Exhibit A, attached to the original of this Ordinance only, and by reference made part of this Ordinance.
- b. The Auditor hereby is authorized to draw and deliver warrants payable to Multnomah County chargeable to the 1992-93 budget; Sewer Construction Fund, Bureau of Environmental Services, Center Code 14555110, Project No. 4716, Account Code 563000 when demand is presented approved by the proper authorities. The estimated construction cost for the sanitary sewer facilities is \$1,000,000 dollars.

- c. That the Director, Bureau of Environmental Services or designee, provisions of the City Code notwithstanding, is authorized to approve change orders increasing or decreasing the bid amount for the sanitary sewer installation by five percent and to grant construction contract time extensions totalling up to thirty (30) calendar days.

Section 2. The Council declares that an emergency exists because delay in execution of this agreement will unnecessarily delay the start of the County roadway improvements, therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **MAR 31 1993**

Commissioner Earl Blumenauer
Kim Mattson, BES
Center Code 14555110\design\km\4716agre.ord

BARBARA CLARK
Auditor of the City of Portland

By
Deputy



DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-6

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993 as per Board Order 93-42.

Contract # 15729 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

51093 originals to Larry Baxter

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: BH Willie

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) GLD

OTHER: Facilities & Property Management R/Baxter

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:32
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15729)
for the Sale of Certain Real Property) ORDER
to)
HOMESTEAD HOLDING CO. INC.) 93-146

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from HOMESTEAD HOLDING CO. INC. a bid for the sum of \$20,600.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,060.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

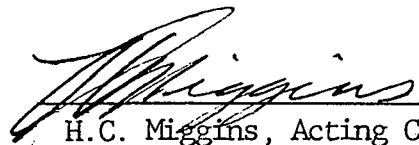
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with HOMESTEAD HOLDING CO. INC. for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

FILLEY PK
LOTS 8 & 9, BLOCK 1

for the sum of \$20,600.00, payable as follows: \$2,060.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$199.31 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

By 
John L. DuBay

CONTRACT

15729
page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and HOMESTEAD HOLDING CO. INC. hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

FILLEY PK
LOTS 8 & 9, BLOCK 1

A. Purchase Price.

Purchaser agrees to pay the sum of \$20,600.00, to be paid \$2,060.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$199.31 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

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

PO BOX 42597
PORTLAND OR 97242

E. Assignment

This contract may not be assigned.

F. Conveyance of Title

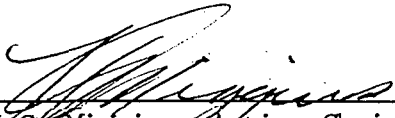
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

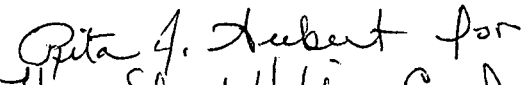
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

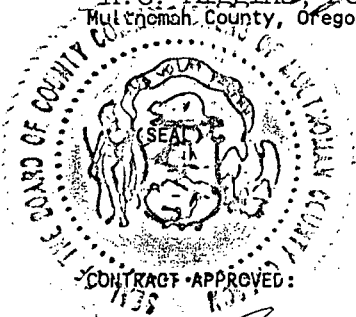
IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

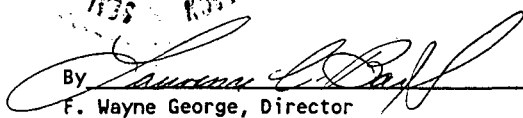
By


H.C. Miggins, Acting Chair
Multnomah County, Oregon

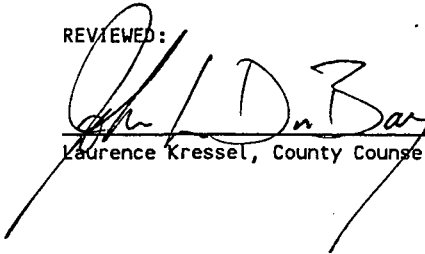

Anita J. Hubert for
Homestead Holding Co. Inc.
HOMESTEAD HOLDING CO. INC.



By


F. Wayne George, Director
Facilities and Property Management

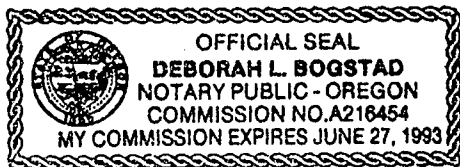
REVIEWED:


Laurence Kressel, County Counsel

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



DEBORAH L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993
as per Board Order 93-42.

Contract # 15730 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

BUDGET/PERSONNEL:

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract)

OTHER: Facilities & Property Management

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

5/10/93 originals to Larry Baxter

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:32
MULTNOMAH COUNTY
OREGON

[Signature] BH Willia

[Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15730)
for the Sale of Certain Real Property) ORDER
to)
) 93-147
)
HOMESTEAD HOLDING CO. INC.)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from HOMESTEAD HOLDING CO. INC. a bid for the sum of \$15,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$3,000.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

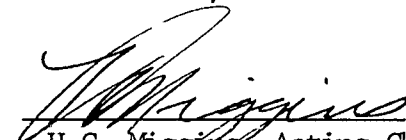
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with HOMESTEAD HOLDING CO. INC. for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

JOHNSTON ACRES
E 105' OF LOT 8, BLOCK 3

for the sum of \$15,000.00, payable as follows: \$3,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$169.68 each, over a term of 96 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

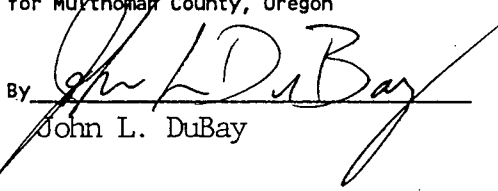
Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair



Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

CONTRACT

15730
page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and HOMESTEAD HOLDING CO. INC. hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

JOHNSTON ACRES
E 105' OF LOT 8, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of \$15,000.00, to be paid \$3,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$169.68 over a term of 96 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.
3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.
5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

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

PO BOX 42597
PORTLAND OR 97242

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

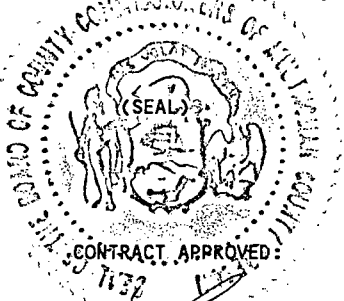
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *H.C. Miggins*
H.C. Miggins, Acting Chair
Multnomah County, Oregon

Gita J. Hubert for
Homestead Holding Co. Inc.
HOMESTEAD HOLDING CO. INC.



By *Lawrence L. D. Bay*
F. Wayne George, Director
Facilities and Property Management

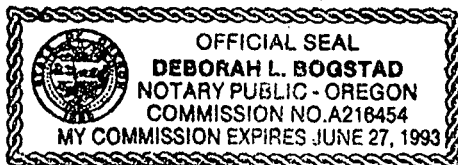
REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Meeting Date) MAY 06 1993
Agenda No. C-8

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993
as per Board Order 93-42.

Contract # 15731 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

5/10/93 originals to Larry Baxter

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: Bob BH Willia

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) RLD

OTHER: Facilities & Property Management pph

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:32
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15731)
for the Sale of Certain Real Property) ORDER
to) 93-148
HOMESTEAD HOLDING CO. INC.)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from HOMESTEAD HOLDING CO. INC. a bid for the sum of \$16,200.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$3,240.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with HOMESTEAD HOLDING CO. INC. for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

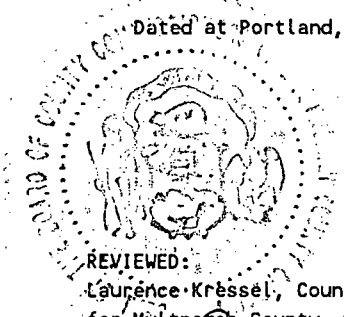
MIDLAND AC TRACTS
EXC PT IN ST & EXC EAST 161' OF LOT 23

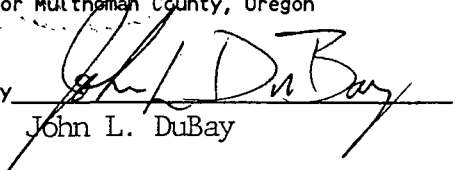
for the sum of \$16,200.00, payable as follows: \$3,240.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$183.25 each, over a term of 96 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May , 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair


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

By 
John L. DuBay

CONTRACT

15731
page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and HOMESTEAD HOLDING CO. INC. hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

MIDLAND AC TRACTS
EXC PT IN ST & EXC EAST 161' OF LOT 23

A. Purchase Price.

Purchaser agrees to pay the sum of \$16,200.00, to be paid \$3,240.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$183.25 over a term of 96 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

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

PO BOX 42597
PORTLAND OR 97242

E. Assignment

This contract may not be assigned.

F. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

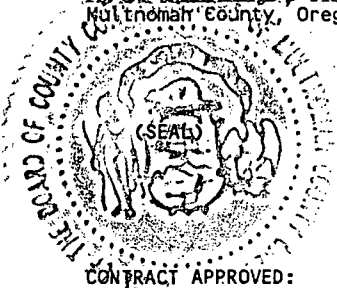
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By H.C. Higgins
H.C. Higgins, Acting Chair
Multnomah County, Oregon

Rita J. Hubert for
Homestead Holding Co. Inc.
HOMESTEAD HOLDING CO. INC.



By F. Wayne George
F. Wayne George, Director
Facilities and Property Management

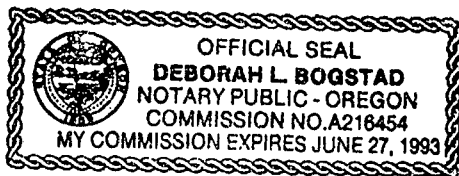
REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-9

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contracts to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contracts to highest bidder at public sale held March 29, 1993
as per Board Order 93-42.

Contracts #15737 & #15738 and Orders attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management R. Oberst

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

5/10/93 originals to
Larry Baxter

CLERK OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:34
MULTNOMAH COUNTY
OREGON

BH Williams

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15737)
for the Sale of Certain Real Property) ORDER
to) 93-149
HERITAGE PROPERTIES, INC. 1/2)
GARY & MARY ARLENE MOBERLY 1/2)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 a bid for the sum of \$7,100.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than \$1,420.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

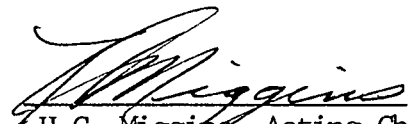
VERNON

E 1/2 OF LOTS 1 & 2, BLOCK 13

for the sum of \$7,100.00, payable as follows: \$1,420.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$115.19 each, over a term of 60 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

By 
John L. DuBay

CONTRACT

15737

page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

VERNON

E 1/2 OF LOTS 1 & 2, BLOCK 13

A. Purchase Price.

Purchasers agree to pay the sum of \$7,100.00, to be paid \$1,420.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$115.19 over a term of 60 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchasers' specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or their agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchasers or purchasers' agents or contractors results in any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;
2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.
3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

D. Tax Notice

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

7234 SE YAMHILL ST PORTLAND OR 97215

E. Assignment

This contraact cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchasers have set their hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By H.C. Miggins
H.C. Miggins, Acting Chair
Multnomah County, Oregon

D. La Moberly Director
HERITAGE PROPERTIES, INC 1/2

Gary Moberly
GARY & MARY ARLENE MOBERLY 1/2
Mary Arlene Moberly



F. Wayne George
F. Wayne George, Director
Facilities and Property Management

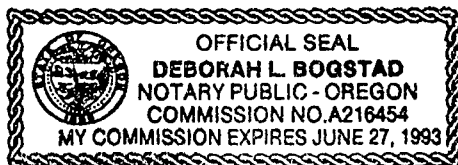
REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-10

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contracts to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contracts to highest bidder at public sale held March 29, 1993 as per Board Order 93-42.

Contracts #15737 & #15738 and Orders attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management

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

5/10/93 originals to Larry
Baxter

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 29 PM 12:00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15738)
for the Sale of Certain Real Property) ORDER
to)
HERITAGE PROPERTIES, INC. 1/2) 93-150
GARY & MARY ARLENE MOBERLY 1/2)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 a bid for the sum of \$34,500.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than \$3,450.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

VERNON
S 30' OF LOT 2, BLK 28

for the sum of \$34,500.00, payable as follows: \$3,450.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$333.79 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

By 
John L. DuBay

CONTRACT

15738

page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and HERITAGE PROPERTIES, INC. 1/2 GARY & MARY ARLENE MOBERLY 1/2 hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

VERNON

S 30' OF LOT 2, BLK 28 OPEN HOUSE

A. Purchase Price.

Purchasers agree to pay the sum of \$34,500.00, to be paid \$3,450.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$333.79 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchasers' specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or their agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchasers or purchasers' agents or contractors results in any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;
2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.
3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

D. Tax Notice

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

7234 SE YAMHILL ST PORTLAND OR 97215

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

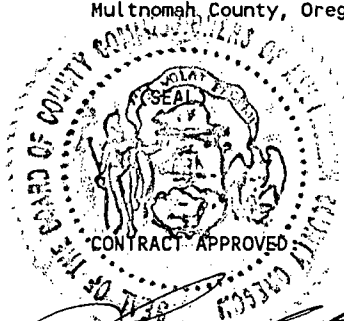
IN WITNESS WHEREOF, Purchasers have set their hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By H.C. Miggins
H.C. Miggins, Acting Chair
Multnomah County, Oregon

D. Lee Moberly, Director
HERITAGE PROPERTIES, INC. 1/2

Gary Moberly
GARY & MARY ARLENE MOBERLY 1/2
Mary Arlene Moberly



F. Wayne George
F. Wayne George, Director
Facilities and Property Management

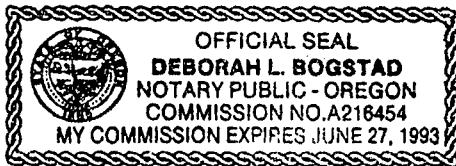
REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-11

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993
as per Board Order 93-42.

Contract # 15740 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

5/10/93 originals to Larry Baxter

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

Bob BH Wilkie

BUDGET/PERSONNEL:

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract)

LLD

OTHER: Facilities & Property Management

R. Oberst

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

CLERK OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12 32
MULTI-JURISDICTIONAL COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15740)
for the Sale of Certain Real Property) ORDER
to) 93-151
RICHARD NORRIS)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from RICHARD NORRIS a bid for the sum of \$5,800.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$1,160.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

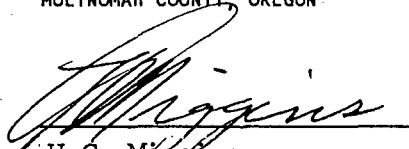
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with RICHARD NORRIS for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

WOODLAWN
LOT 15, BLOCK 23

for the sum of \$5,800.00, payable as follows: \$1,160.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$94.10 each, over a term of 60 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins,
Acting Chair

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

By 
John L. DuBay

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and RICHARD NORRIS hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

WOODLAWN
LOT 15, BLOCK 23

A. Purchase Price.

Purchaser agrees to pay the sum of \$5,800.00, to be paid \$1,160.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$94.10 over a term of 60 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his property.

D. Tax Notice

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

~~1439 NE SHAVER~~
~~PORTLAND OR 97212~~

P.O. Box 12087
Portland, OR 97212

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

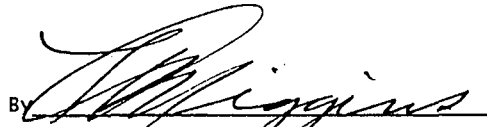
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

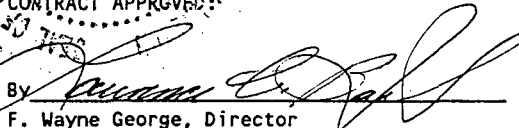
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By



H.C. Miggins, Acting Chair
Multnomah County, Oregon

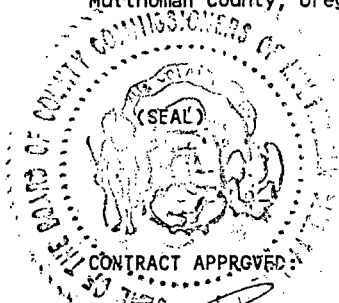

RICHARD NORRIS

By


F. Wayne George, Director
Facilities and Property Management

REVIEWED:

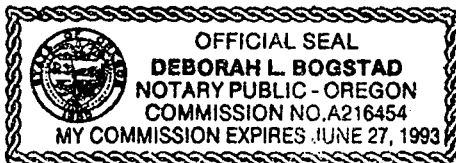

Laurence Kressel, County Counsel
of Multnomah County, Oregon



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-12

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993 as per Board Order 93-42.

Contract # 15743 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT: 5/10/93 originals to Larry Baxter

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: BH Willie

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) GLD

OTHER: Facilities & Property Management RH Berst

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:33
MULTI-COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15743)
for the Sale of Certain Real Property) ORDER
to) 93-152
ANIL LAL)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from ANIL LAL a bid for the sum of \$9,100.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,060.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

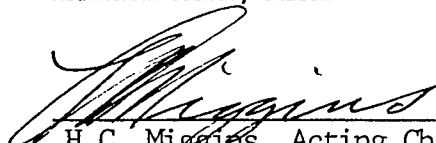
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with ANIL LAL for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD #4
LOTS 41-43, BLOCK 43

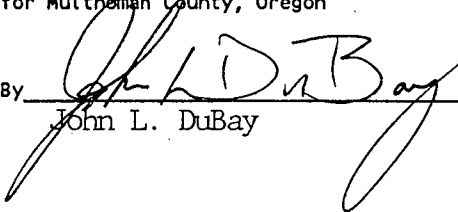
for the sum of \$9,100.00, payable as follows: \$2,060.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$142.77 each, over a term of 60 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May , 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

By 
John L. DuBay

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and ANIL LAL hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

PENINSULAR ADD #4
LOTS 41-43, BLOCK 43

A. Purchase Price.

Purchaser agrees to pay the sum of \$9,100.00, to be paid \$2,060.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$142.77 over a term of 60 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his property.

D. Tax Notice

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

2616 N WILLIS BLVD
PORTLAND OR 97217

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

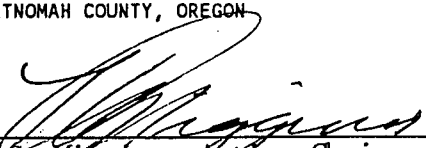
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

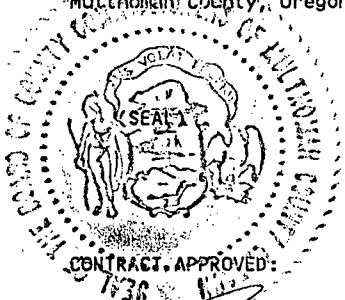
IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

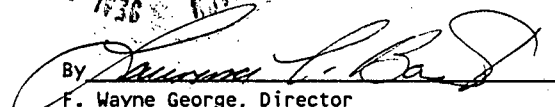
By


H.C. Miggins, Acting Chair
Multnomah County, Oregon


ANIL LAL



By


F. Wayne George, Director
Facilities and Property Management

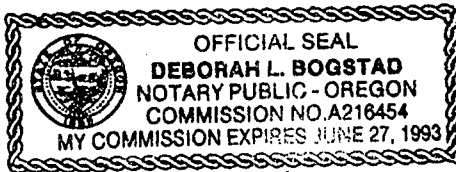
REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-13

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993 as per Board Order 93-42.

Contract # 15748 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

5/10/93 originals to Larry Baxter

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

[Signature] BH Willie

BUDGET/PERSONNEL: _____

COUNTY COUNSEL:(Ordinances,Resolutions,Agreements,Contract

[Signature]

OTHER: Facilities & Property Management

[Signature]

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:32
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15748)
for the Sale of Certain Real Property) ORDER
to) 93-153
TOMMIE L. BROWNER)
& BOBBY J. MOORE)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from TOMMIE L. BROWNER & BOBBY J. MOORE a bid for the sum of \$3,000.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than \$600.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 8 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

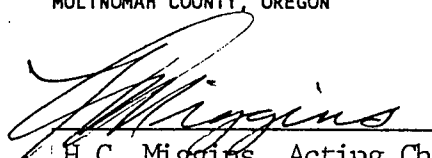
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with TOMMIE L. BROWNER & BOBBY J. MOORE for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

INA PARK
W 52' OF LOT 10, BLOCK 12

for the sum of \$3,000.00, payable as follows: \$600.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$75.22 each, over a term of 36 months. Payments to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

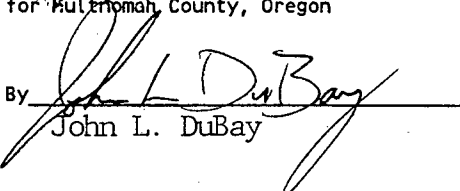
Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair



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

By 
John L. DuBay

CONTRACT

15748

page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and TOMMIE L. BROWNER & BOBBY J. MOORE hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

INA PARK
W 52' OF LOT 10, BLOCK 12

A. Purchase Price.

Purchasers agree to pay the sum of \$3,000.00, to be paid \$600.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$75.22 over a term of 36 months. Payment to include interest at the rate of 8 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchasers' specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or their agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchasers or purchasers' agents or contractors results in any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

C. Default.

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;
2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.
3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

D. Tax Notice

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

3633 NE 13TH AVE PORTLAND OR 97212

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchasers have set their hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By H. C. Miggins
H. C. Miggins, Acting Chair
Multnomah County, Oregon

Tommy L. Browner
TOMMIE L. BROWNER

Bobby J. Moore
& BOBBY J. MOORE



F. Wayne George
F. Wayne George, Director
Facilities and Property Management

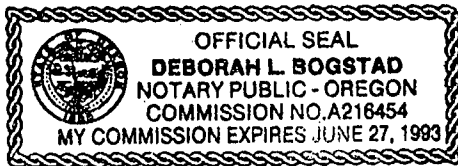
REVIEWED:

By Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. 9-14

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Contract to Purchaser.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract to highest bidder at public sale held March 29, 1993 as per Board Order 93-42.

Contract # 15753 and Order attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management R. Phelan

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

5/10/93 Originals to Larry
Baxter

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 27 PM 12:33

BH Willic

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15753)
for the Sale of Certain Real Property)
to)
LISA M. HOWLETT)

ORDER
93-154

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from LISA M. HOWLETT a bid for the sum of \$20,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$2,000.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

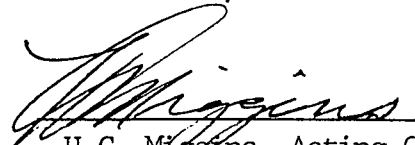
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with LISA M. HOWLETT for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

ELLIS ACRES
E 1/2 OF LOT 5, BLOCK 2

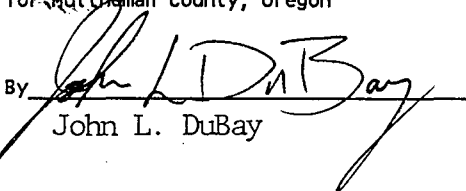
for the sum of \$20,000.00, payable as follows: \$2,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$193.50 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 6th day of May, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

By 
John L. DuBay

CONTRACT

15753

page 1 of 3

THIS AGREEMENT, made this 6th day of May, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and LISA M. HOWLETT hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

ELLIS ACRES
E 1/2 OF LOT 5, BLOCK 2

A. Purchase Price.

Purchaser agrees to pay the sum of \$20,000.00, to be paid \$2,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$193.50 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on April 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of her property.

D. Tax Notice

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

0223 SW WHITAKER
PORTLAND OR 97201

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

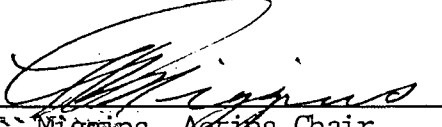
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set her hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

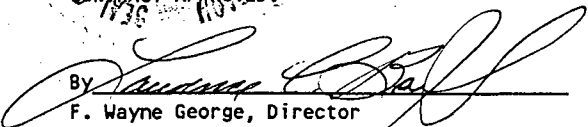
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By

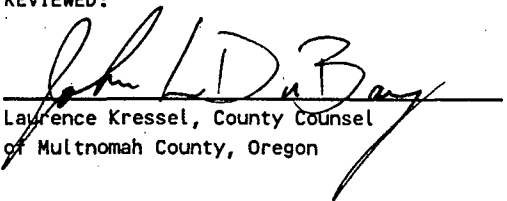

H.C. Higgins, Acting Chair
Multnomah County, Oregon

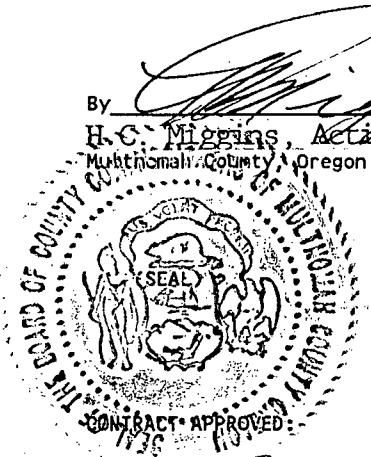

LISA M. HOWLETT

By


F. Wayne George, Director
Facilities and Property Management

REVIEWED:

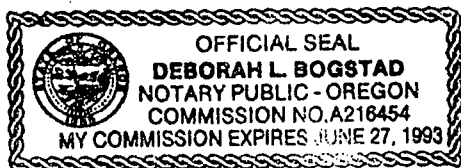

Lawrence Kressel, County Counsel
of Multnomah County, Oregon



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad

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

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date May 06 1993
Agenda No. C-15

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of correction deed to bidder.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of Correction Deed D930843 to bidder, Blanca Kent.

Orders and Deed attached.

5/10/93 originals to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER *BH Willie*

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management *R. R. R.*

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:35
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Correction Deed D930843 to Correct)
Spelling of Grantee's Name for) ORDER
Certain Tax Acquired Property to) 93-155
BLANCA KENT)

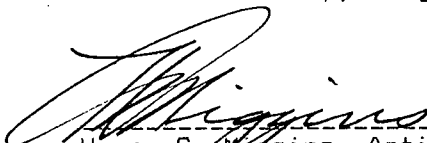
It appearing that heretofore Multnomah County executed a deed conveying the real property hereinafter described to Bianca Kent and that a correction in the spelling of the grantee's name is needed.

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

VIEW HEIGHTS
LOT 15, BLOCK 5

Dated at Portland, Oregon this 6th day of May, 1993.

Board of County Commissioners
Multnomah County, Oregon

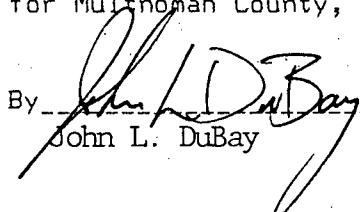


Henry C. Higgins, Acting County Chair
Multnomah County

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By



John L. DuBay

CORRECTION DEED

THIS DEED IS EXECUTED TO CORRECT THE GRANTEE'S NAME ON DEED D930843 RECORDED FEBRUARY 19, 1993 IN BOOK 2651, PAGE 432, MULTNOMAH COUNTY DEED RECORDS.

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

VIEW HEIGHTS
LOT 15, BLOCK 5

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$200.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

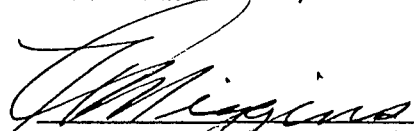
Until a change is requested, all tax statements shall be sent to the following address:

81 N DREXEL AVENUE
COLUMBUS, OHIO 43209

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of May, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.

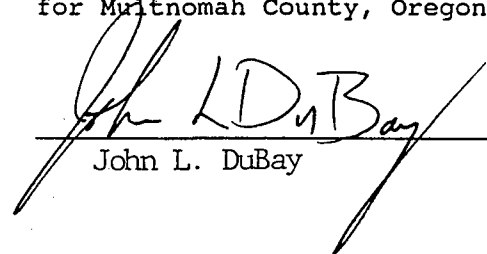


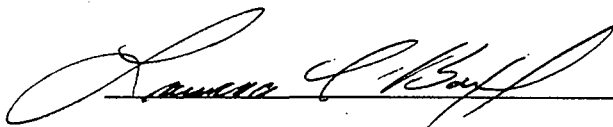
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


H.C. Miggins, Acting Chair

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

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

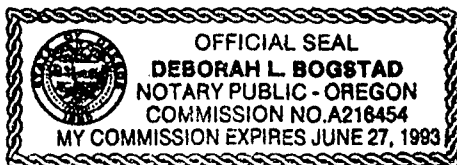

John L. DuBay



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad

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

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-100

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to contract purchaser for completion of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of deed to contract purchasers, John L. Ferrier & Helen E. Ferrier upon complete performance of contract #15542

Deed D930884, Board Orders and supplemental information included.

5/10/93 ORIGINALS to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] BH Wilson

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management [Signature]

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:33
MULTNOMAH COUNTY
OREGON

TRANSAMERICA
TITLE INSURANCETransamerica
Title Insurance Company
7204 S.E. Milwaukie Avenue
Portland, OR 97202
Telephone 503 230-0207
Fax 503 235-0204**EXTREMELY URGENT**

Date: 4/14/93

Multnomah County - Gwen
Dept. of Environmental Services
Tax Title Unit

2505 SE 11th Avenue, Portland, OR 97202

* ATTN: PAYOFF SUPERVISOR *
YOUR LOAN No.: Contract # 15542
YOUR FAX No.: 248-5082RE: ESCROW No.: 1012209 wb Ferrier/Refinance
SUBJECT PROPERTY: 8935 NE Tillamook Street, Portland, OR 97220
BORROWER: FERRIER, Helen E.AN ESCROW HAS BEEN OPENED IN OUR OFFICE INVOLVING A PARCEL OF LAND ON WHICH
YOU HOLD OR SERVICE AN ENCUMBRANCE. IT IS THE INTENT OF THE BORROWER TO PAY
OFF THE ABOVE LOAN WHEN THE ESCROW IS FINALIZED.PLEASE FORWARD YOUR PAYOFF STATEMENT TO OUR MAILING ADDRESS OF 7204 SE MILWAUKIE
AVENUE, PORTLAND, OREGON 97202. PLEASE SEND A COPY OF YOUR STATEMENT DIRECTLY
TO THE BORROWER.SHOULD YOU HAVE ANY QUESTIONS, OR REQUIRE ADDITIONAL INFORMATION, PLEASE CALL
ME AT (503) 230-0207 OR FAX (503) 235-0204.

WE APPRECIATE YOUR PROMPT ATTENTION TO THIS REQUEST.

THANK YOU.

SINCERELY,

Gwen:

We would like to request a payoff good thru
April 19 with a per diem in writing. We would
also like to request a Fulfillment Deed be sent
with that statement. Thank you!*Wayne Baldwin*
ESCROW OFFICER**FAX**

Received by _____ Date _____ Mailed to Title Company _____

TRANSAMERICA TITLE INSURANCE COMPANY
WAYNE BALDWIN
7204 SE MILWAUKIE AVENUE
PORTLAND OR 97202

RE: DEED D930884 ESCROW 1012209WB

LEGAL DESCRIPTION: FERN PARK
LOTS 23 & 24, BLOCK 8
27500-2470

PROPERTY ADDRESS: 8935 NE TILLAMOOK

Enclosed is our deed covering the above property issued to JOHN L. FERRIER and HELEN E. FERRIER.

Please collect \$50,729.20 until April 19, 1993. Interest accumulates at the rate of \$16.57 a day if the transaction is closed after that date.

We understand that our deed is not to be recorded until you have collected the proper amount for our account.

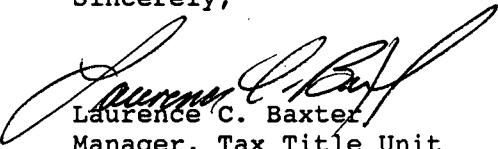
If this transaction cannot be completed within 30 days, it will be considered invalid by us, and you are to return our unrecorded deed to us.

Please make your check payable to MULTNOMAH COUNTY and forward upon closing to:

MULTNOMAH COUNTY
TAX TITLE UNIT
2505 SE 11TH AVE
PORTLAND, OR 97202

If you have any questions, please call me at 248-3590.

Sincerely,



Laurence C. Baxter
Manager, Tax Title Unit

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D930884 Upon Complete Performance of)	ORDER
a Contract to)	93-156
JOHN L. FERRIER)	
and HELEN E. FERRIER)	

It appearing that heretofore, on August 2, 1990, Multnomah County entered into a contract with JOHN L. FERRIER and HELEN E. FERRIER for the sale of the real property hereinafter described; and

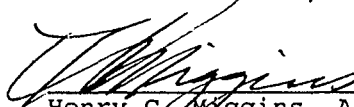
That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

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

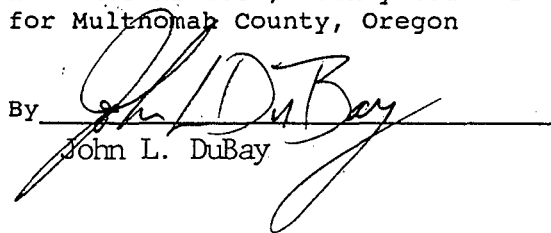
FERN PARK
LOTS 23 & 24, BLOCK 8

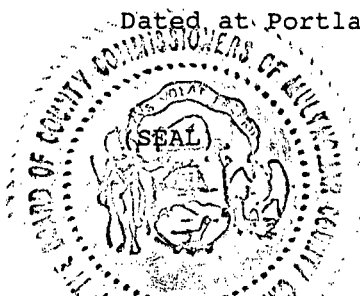
Dated at Portland, Oregon this 6th day of May, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins, Acting County Chair
Multnomah County

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

By 
John L. DuBay



DEED D930884

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN L. FERRIER and HELEN E. FERRIER, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

FERN PARK
LOTS 23 & 24, BLOCK 8

The true and actual consideration paid for this transfer, stated in terms of dollars is \$61,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

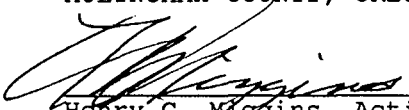
8935 NE TILLAMOOK
PORTLAND, OR 97220

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of May, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

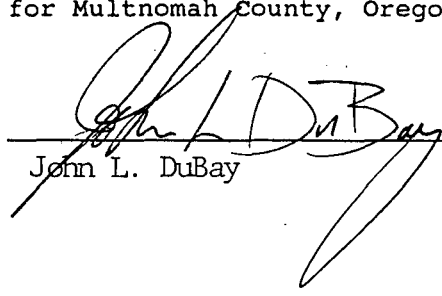


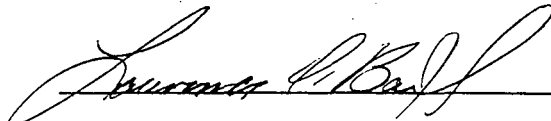
REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting County Chair
Multnomah County

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

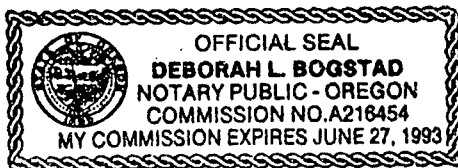

John L. DuBay



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 6th day of May, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

BUDGET MODIFICATION NO. DSS 59(For Clerk's Use) Meeting Date MAY 06 1993Agenda No. C-17

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: SOCIAL SERVICESDIVISION: MHYFSDCONTACT: SUSAN CLARK/KATHY TINKLEPHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

GARY NAKAO/GARY SMITHSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DSS # 59 increases the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program budget by \$9,802 and the Developmental Disabilities Program budget by \$204,364 and reconciles budgeted revenue with State revenue changes through amendment #43.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This action reconciles budgeted revenue in the MED Program and DD Program budgets with State revenue changes through amendment #43.

The MED Contracts budget (Org 1305) is increased by a net total of \$9,208 in State Mental Health Grant MHS revenue. This modification appropriates \$750 for interpreter services for an individual at Southeast Mental Health Network, and it also appropriates \$17,500 for Community Support Services for the homeless mentally ill. At the same time, \$8,448 in unused budgeted revenue is reclaimed by the State.

This action also increases the DD Contracts budget (Org 1215) by a total of \$201,764 to provide services for individuals relocating from another county due to a program closure. The Case Management budget (Org 1270) is increased by \$2,600 in State Mental Health Grant, DD revenue which will fund motor pool usage.

Additionally, \$2000 is being moved from supplies to capital in DD Operations (Org 1210) to purchase software for a training project.

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

Increases State MHG, MHS by
Increases State MHG, DD by
Increases CGF Indirect by
Increases the Service Reimbursement from Fed/State Fund to the General Fund by
Increases the Service Reimbursement from Fed/State Fund to the Fleet Fund by

Total

\$219,868

1993 APR 27 PM 4:16
MULTNOMAH COUNTY COMMISSIONERS
CLERK OF BOARD OF
COUNTY COMMISSIONERS

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____):

\$

(Date)

AFTER THIS MODIFICATION:

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

TRANSACTION EB GM []

TRANSACTION DATE:

ACCOUNTING PERIOD:

BUDGET FY:

[illegible]

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE:

ACCOUNTING PERIOD:

BUDG FY:

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1305			2605			9,802		State MHG, MHS
		156	010	1305			7601			69		CGF Indirect
											9,871	TOTAL ORG 1305
		156	010	1215			2605			201,764		State MHG, DD
		156	010	1215			7601			1,412		CGF Indirect
											203,176	TOTAL ORG 1215
		156	010	1270			2605			2,600		State MHG, DD
		156	010	1270			2605			302		CGF Indirect
											2,902	TOTAL ORG 1270
		156	010	1210			7601			(232)		CGF Indirect
											(232)	TOTAL ORG 1210
		100	045	7410			6602			1,551	1,551	Svc Reimb F/S to Gen Fund
		401	030	5920			6602			2,600	2,600	Motor Pool
										219,868	219,868	

File: Lotus\9293\Budmod\DD&MED



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

RECEIVED

APR 23 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

To: Henry C. Miggins
Acting Multnomah County Chair

Via: Gary Nakao, Director
Department of Social Services

From: Gary Smith, Director *gwsmith*
Mental Health, Youth and Family Services Division

Date: April 20, 1993

Subject: Approval of Budget Modification DSS # 59

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modification DSS # 59.

BACKGROUND/ANALYSIS: This budget modification adjusts the County budget to reflect State Mental Health Intergovernmental Agreement revenue changes through amendment #43. Approval of this modification will increase the MHYFSD Mental and Emotional Disabilities (MED) budget by a total of \$9,802 and the Developmental Disabilities (DD) budget by a total of \$204,364 and will reconcile budgeted revenue with actual State funding levels.

The MED Contracts budget (Org 1305) is increased by a net total of \$9,802 in State Mental Health Grant, MHS revenue. This modification appropriates \$750 for interpreter services for an individual at Southeast Mental Health Network, and it also appropriates \$17,500 for Community Support Services for the homeless mentally ill. At the same time, \$8,448 in unallocated budgeted revenue is reclaimed by the State.

The DD Contracts budget (Org 1215) is increased by \$201,764 in State Mental Health Grant, DD revenue. Funds are being increased to provide services for individuals relocating from another county due to a program closure. The DD Case Management budget (Org 1270) is also increased by \$2,600 in State Mental Health Grant, DD revenue to fund an unanticipated increase in motor pool usage and brings the budget in line with projected annual expenditures.

This modification also moves \$2,000 from supplies to capital in DD Operations (Org 1210) to purchase software for a training project. ISD has approved this software purchase as being in line with County Data Processing Management Committee priorities.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Division to provide services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

DATE SUBMITTED: April 22, 1993

(For Clerk's Use)

Meeting Date MAY 06 1993

Agenda No. C-18

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the package store renewal application for the 122nd Stop and Go Market located at 2056 SE 122nd. The applicants, Soo Deuk Park and Hyun Park, have no criminal records or delinquent taxes to affect approval of this application.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

5/7/93 Original to Kathy Ferrell

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 26 AM 9:11

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: K. Ferrell

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

KF/lsm/1083-AINT

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

1993-94

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	3	2617	R00262A	F

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES JUNE 30, 1993.

PARK HYUN YEO
122ND STOP AND GO MARKET
2056 SE 122ND
PORTLAND OR

97233

PARK HYUN YEO
PARK SOO DUCK

122ND STOP AND GO MARKET
2056 SE 122ND
PORTLAND OR

97233

1. Please list a daytime phone number in case we need more information: 503-252-4091
2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO ☒ IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES _____ NO ☒
If yes, please give name(s) and explain: _____

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$50.00 MADE PAYABLE TO "OLCC".

If the OLCC has your complete renewal application by 06-11-93, indicated by a legible postmark, there is no late charge. From 06-11-93 to 06-30-93, you will have to pay a late fee of \$12.50. After 06-30-93, the late fee is \$20.00.

ENDORSEMENT

The (CITY OR COUNTY OF) MULTNOMAH recommends that this license be GRANTED ☒ REFUSED _____

DATE OF ENDORSEMENT: MAY 6, 1993

SIGNED: H.C. MIGGINS TITLE OF SIGNER: ACTING CHAIR, BOARD OF COMMISSIONERS

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

PRINT YOUR NAME

SOO DUCK PARK
SOO D PARK 4-10-93

SIGNATURE

DATE

544-17-5920 8-15-32
SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

HYUN YEO PARK
HYUN YEO PARK 4-10-93

SIGNATURE

DATE

544-17-4386 7-6-47
SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE

DATE

544-17-4386 7-6-47
SOCIAL SECURITY NUMBER D.O.B.

DATE SUBMITTED: April 19, 1993

(For Clerk's Use)
Meeting Date MAY 06 1993
Agenda No. C-19

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Class A Dispenser/Change of Ownership Application for Wong's China Hut Restaurant, Inc., at 16721 SE Division, Portland, Oregon 97236. The applicant, Yu De Huang, has no criminal record and no delinquent taxes to affect approval of this application.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

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

KF/slr/1080-ACIV

BOARD OF
COUNTY COMMISSIONERS
1993 APR 22 PM 12:45
MULTNOMAH COUNTY
OREGON

5/7/93 original to Kathy Ferrell

K. Ferrell

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- | | |
|---|--|
| <input checked="" type="checkbox"/> DISPENSER, CLASS A | <input type="checkbox"/> Add Partner |
| <input type="checkbox"/> DISPENSER, CLASS B | <input type="checkbox"/> Additional Privilege |
| <input type="checkbox"/> DISPENSER, CLASS C | <input type="checkbox"/> Change Location |
| <input type="checkbox"/> PACKAGE STORE | <input checked="" type="checkbox"/> Change Ownership |
| <input type="checkbox"/> RESTAURANT | <input type="checkbox"/> Change of Privilege |
| <input type="checkbox"/> RETAIL MALT BEVERAGE | <input type="checkbox"/> Greater Privilege |
| <input type="checkbox"/> SEASONAL DISPENSER | <input type="checkbox"/> Lesser Privilege |
| <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE | <input type="checkbox"/> New Outlet |
| <input type="checkbox"/> WINERY | <input type="checkbox"/> Other |

OTHER:

APR 10 1993

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY
(Name of City or County)RECOMMENDS THAT THIS LICENSE BE: GRANTED X

DENIED

DATE MAY 6, 1993

BY

Henry C. Miggins
(Signature)

TITLE

HENRY C. MIGGINS, ACTING CHAIR

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

- 1) WONG'S CHINA HUT RESTAURANT, INC. 2) _____
3) _____ 4) _____
5) _____ 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name CHINA HUT RESTAURANT3. New Trade Name CHINA HUT RESTAURANTYear filed 93
with Corporation Commissioner4. Premises address 16721 SE DIVISION ST. PORTLAND MULT. ORE. 97236
(Number, Street, Rural Route) (City) (County) (State) (Zip)5. Business mailing address SAME
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)6. Was premises previously licensed by OLCC? Yes ✓ No _____ Year 19937. If yes, to whom: CHINA HUT RESTAURANT, INC. Type of license: DISPENSER CLASS A8. Will you have a manager: Yes _____ No ✓ Name YU DE HUANG
(Manager must fill out Individual History)9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No X10. What is the local governing body where your premises is located? MULTNOMAH
(Name of City or County)11. OLCC representative making investigation may contact: YU DE HUANG 080650
(Name)
16721 SE DIVISION ST. PORTLAND, OR 774-0480 761-5331
(Address) (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 4-10-93Applicant(s) Signature
(In case of corporation, duly
authorized officer thereof)

1)

2)

3)

4)

5)

6)

Original—
Local Government

RECEIVED

MAR 10 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Meeting Date: MAY 06 1993

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Volunteer Awards Ceremony

BOARD BRIEFING _____ REGULAR MEETING May 6, 1993
(date) (date)

DEPARTMENT CIC DIVISION _____

CONTACT CAROL WARD TELEPHONE 3450

PERSON(S) MAKING PRESENTATION Robin Bloomgarden, Judy Hadley

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 hr.

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

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

Micagins
Acting Chair ~~McCoy~~ + County Commissioners will present
Volunteer awards. A reception will follow, 605 volunteers.

~~9:30 AM~~ Time Certain
9:00 AM

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER J McCoy

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:31
MULTNOMAH COUNTY
OREGON

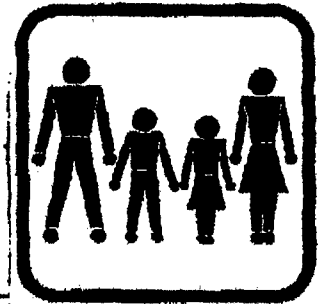


Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

A FACSIMILE TRANSMITTAL

DATE: 4-30-93
TO: Deb / Clerk of Board
FROM: CAROL / C.I.C.
RE: Award Ceremony

COMMENTS: Current list as of 4-30-93

Thanks Deb!



TOTAL #. OF PAGES 3

PAGE 1 OF 3



**MULTNOMAH
COUNTY**

Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

April 23, 1993

MEMORANDUM

To: Acting Chair, Hank Miggins
 Commissioner Dan Saltzman
 Commissioner Tanya Collier
 Commissioner Gray Hansen
 Commissioner Sharron Kelley
 Sheriff Bob Skipper
 District Attorney Mike Schrunk
 Betsy Williams, DES
 Tamara Holden, DCC
 Billie Odegaard, Health Dept.
 Dr. Gary Nakao, DSS
 Ginnie Cooper, Library
 Mary Jane Voss, Sheriff's Office
 Paul Sunderland, Extension Service
 Kris Altucher, Library
 John Legry, CIC
 Metropolitan Arts Commission
 Portland Multnomah Commission on Aging
 East and West Soil Conservation
 Metropolitan Human Rights Commission
 Multnomah Community Television

From: Robin Bloomgarden, Chair *Robin*
 CIC Volunteer Award Ceremony

Re: Volunteer Recognition Award Ceremony

The following persons, whom you nominated, will be honored by the Board of County Commissioners at the Multnomah County Volunteer Award Ceremony on May 6, 1993, at 9:30 a.m. It will be held at the Courthouse, 6th floor with refreshments to follow. Please contact your nominee/s to let them know, and be sure to extend an invite to family and friends as well. The CIC will send nominee/s a letter of recognition also. If you have any questions, feel free to contact Carol Ward at the CIC office, 248-3450.

DSS

Grace Fitzgerald
 Wes Fitzwater
 Regional Drug Initiative
 Jerry Bushman

Luana Shipp
 Bill Muir
 Ms. Teo Parra
 Chuck Crist

Derek Johnson
 Jimmy Pryce
 Amber Valentine

Michele Waite, Chair**DES**

Lynn Wilson/David Douglas High
 School Ecology Club
 Cindy Miller
 Banfield Veterinary Hosp. Dr.
 Scott Campbell
 Barbara DeWilde
 Bruce Fuerstenberg
 Melissa Stewart
 Terry Ciecko
 George Douglas

~~DES~~ ~~sub~~
 Richard Leonard
 Elizabeth Rogowski
 John Gaylor

East Soil and Water
 Linnea Nelson

West Soil and Water
 George Douglas
 Karin Hunt

Library

Lanny Collins
 Betty Robertson

Citizen Involvement Committee

Michael Schultz
 Bruce Greene
 Al ARMSTRONG

DCC

Richard Pomeroy

MHRC

Laurie Sitton

DHS

Dr. Connie Masouka

Chairs Office

Merit System Civil Service
 Council

D'Norgia Price
 Carla Floyd
 John Wight

Metropolitan Arts Commission

Dr. Mike McKeel

Commissioner Saltzman

Paul Lorenzini
 Fred Stiekel

Comissioner Kelley

Ron Kawamoto

OSU

Renee Hylton
 Helen Tamke
 Don Church
 Susan Lawarence
 Betty Kegg

Sheriff's Office**Reserve Officers**

Sgt. Scott Collins -deceased
 Mark Whithead - deceased
 both on 2/26/93

Robert Carlson

Mike Glass

Bruce Irving

Tressa Thompson

Tammy Johnston

Mike Senger

David Douglas Safety Action
 Team

~~Pat Coffeen~~

~~Rama Jensen~~

~~Virginia Johnson~~

~~Mae LaFolure~~

~~Shirley McGraw~~

~~Ed McGraw~~

~~Jean Rivenhann~~

~~Carol Williams~~

Columbia Villa Safety Action

Team Kevin Johnson

Ulysses Cowser

Kathy Pilcher

**Portland Multnomah Commission
on Aging**

Elizabeth Davis

Ellen Glynn

Ruth Currie

Marilyn Mork

Channing Briggs

Multnomah Community Television
 Sharyn Middleton



Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

MEMORANDUM

To: Acting Chair Hank Miggins
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

From: Carol Ward
Office of Citizen Involvement

Re: Volunteer Award Ceremony

Enclosed are the bios of the persons you will present with their award certificates at the Volunteer Award Ceremony, May 6th beginning at 9:00 a.m.

Please read over these bios. We have indicated how the hard names are to be pronounced. If you have questions please call us.

On the morning of the ceremony, we will place the packet on your desk containing the certificates with a bio attached to each.

During the ceremony, you will:

1. call the person's name
2. when they come forward, read the bio
3. give them the certificate
4. handshake, hug or whatever is your style

After the awards have been presented, the meeting will be recessed for a few minutes so you can join the recipients and friends for a reception in the hallway.

We have distributed the bios according to your field of interest and district to give everyone approximately the same number of awardees.

Have a good time.

Sheriff's Reserve Officers

During 1992 volunteer Reserve Deputies gave Multnomah County 12,194 patrol hours; investigated 79 accidents; made 109 traffic arrests, issued 100 traffic warning citations; checked 427 drivers licenses; made 49 criminal arrests; made 2621 business; school, parks and residences security checks; assisted on duty officers by making 1228 prisoner transports; marked and towed 267 abandoned vehicles; provided cover toot on duty officers 1124 times. They also donated time to parades, school activities, and neighborhood safety action teams.

Representing the Sheriff's Reserve Officers are:

Bruce Irving

Mike Glass

Robert Carlson

who volunteer their time to act as guards for the DUII Victims Impact Panel on a regular basis. They also arrest drunk drivers, transport prisoners to the Justice Center, and patrol the Crown Point Highway.

(Please ask all reserve officers present to stand)

Posthumous Awards to

Mark Whitehead

Scott Collins

(Ask family members to come forward to receive award)

Mark and Scott gave their lives on February 29, 1993 while serving as volunteers for Multnomah County. The two officers were killed by a drunk driver as they were driving back to their patrol area.

Scott graduated with the Metropolitan Reserve Officer Academy class of 1986-7 and was commissioned as a Reserve Deputy on May 5, 1987. In February, 1992, he was promoted to Reserve Sergeant. Scott was a Mt. Hood Ski Patrol volunteer for three years.

He was formerly a Civil Deputy for Multnomah County and during the last year worked for Willard Power Va.

Mark Whitehead graduated with the Metropolitan Reserve Office Academy class of 1991-92. He was commissioned as a Reserve Deputy in May, 1992. Mark received a bachelor of music degree in music education from Portland State University and was working on his masters degree at the time of his death. He was previously a member of the Portland Youth Philharmonic. He was Band Director at Sam Barlow HS and Damascus Middle School and Assistant Band Director at Reynolds HS.

Nominated by: Sheriff's Office

Ron Kawamoto

Ron has provided countless hours of volunteer time and professional expertise as the County representative to the Metropolitan Exposition and Recreation Commission (MERC), as a member of the Facilities Task Force and through encouraging the formation of the Multnomah County Fair Task Force. MERC operates the Coliseum, Performing Arts Center, Civic Auditorium and Civic Stadium. The Facilities Task Force developed a facilities management plan for Multnomah County; and the Fair Task Force, made up of representative of organizations interested in the fair, is developing plans for the operation of the County Fair this year in spite of a drastic reduction of state funds for the fair.

Nominated by: Commissioner Sharron Kelley

Richard Pomeroy

Richard Pomeroy is tireless in his dedication to the Department of Community Corrections Citizen Budget Advisory Committee and the Community Corrections Advisory Commission, regularly attending all meetings, visiting and reporting on department programs, and supporting the Department's mission. The CBAC makes recommendations on policy and budget to the Board of County Commissioners. The CCAC develops participates in the design of the County's community corrections plan and develops recommendations for improvement if necessary.

Nominated: Department of Community Corrections

Carol Williams

Carol is a member of the David Douglas Community Safety Action Team. This team has dedicated many hours with the Victim Call Back Program. Volunteers call victims of burglary, theft and criminal mischief where there is no suspect. They ask follow-up questions, mail crime prevention information and generally let victims know that the Sheriff's Office cares about them. They also have an Elder Alert program. Carol coordinates meetings, and makes phone calls in addition to her other volunteer duties.

Nominated by: Sheriff's Office

Tressa Thompson

TRESSA

Tressa Thompson began volunteering for the Sheriff's Office in the county jails in January, 1991. She worked for one year as a Counselor Case Aide at the Restitution Center, assisting with filing, verifying job and community contacts by residents, logging money receipts and related tasks. She also assisted the counselor in job site visits and co-facilitating a men's issues group.

She served a second year in the Classification Unit at MCDC so she could learn more about the system. She assisted there until her graduation from PSU in June, 1992. After her graduation she returned to MCRC to volunteer as Counselor Case Aid, taking on more responsibility. She resigned in April to begin paid employment as a Corrections Officer.

Nominated by: Sheriff's Office

Tammy Johnson

Tammy Johnson has volunteered as a Counselor Case Aide at the Multnomah County Restitution Center since January, 1992. She verifies job and community contacts by residents, assists in answering resident requests, monitors treatment programs and accompanies staff on job site visits. She recently participated in a week-long training for a new self-esteem program which will be offered in the corrections facilities. Although she is returning to graduate school, she will assist MCRC counsellors in facilitating a new Breaking Barriers group.

Nominated by: Sheriff's Office

Mike Senger

"Mike is the most dependable volunteer that I have ever worked with", said Mike Senger's supervisor. Mike works one full day each week at the Multnomah County Restitution Center. He is so conscientious that he never takes breaks, literally spending hours learning new staff procedures or mastering difficult computer systems. He has recently begun to have more direct client contact, assisting a counselor attend to the daily needs of the residents. Mike is a quiet, gentle person, who gives a consistent weekly contribution to the Work Release Program.

Nominated by: Sheriff's Office

Sharyn Middleton

Sharyn has produced and hosted a cable television program that examines pet related issues called "Pets & People". The program is produced in the studios of Multnomah Community Television and is staffed by an all-volunteer crew. In addition to her responsibilities as producer and host, Sharyn regularly puts in many hours a month motivating other volunteers and lining up guests. Over the past 12 months, "Pets & People" has examined such diverse topics as Feline psychology and cattle disease.

Nominated by: Multnomah Community Television, and
Multnomah Cable Commission

Linnea Nelson

Linnea

Linnea Nelson, representing her employer, Fujitsu Microelectronics, is an active member on the Fairview Creek Watershed Conservation Group. In addition to attending meetings, she has spent numerous hours of her free time helping with stream inventories and representing the group at meetings. Linnea has been instrumental in her role as chair of the Fairview Creek Watershed Brochure Committee. Because of her efforts in coordination of the design, text, photography and fund raising, a Fairview Creek color brochure is almost complete. The brochure will be used by Gresham, Fairview, schools, governments, and organizations as a tool to inform the public of the importance of this natural resources.

Nominated by: East Multnomah Soil and Water Conservation District

John Wight

D'Norgia Price (Deen'orja)

Carla Floyd

John and Carla have been members of the Merit System Civil Service Council since 1983 and D'Norgia has been a member since 1990. The Merit System Civil Service Council hears appeals regarding personnel issues from employees who are not covered by labor contracts, issues not covered by labor contracts, and from applicants for County jobs. Council members make themselves available for sometimes lengthy, involved hearings during which they must obtain relevant information and make decision that are reasonable, conform with the applicable ordinance and are fair to both sides.

Nominated by: Employee Services Division

Dr. Mike McKeel

Dr. McKeel has been a member of the Metropolitan Arts Commission since July, 1989. During his first term he was instrumental in the development of the Commission's Cultural Diversity Policy, adopted December 13, 1989, which led to formation of the Multi-Cultural issues committee which he chaired for two years.

Mike is also an active member of the Gresham Chamber of Commerce, serving as president in 1992. He is a member of the Barlow High School Board.

Nominated by: Metropolitan Arts Commission

Melissa Stewart

As project coordinator for the Buckman Community Association, Melissa coordinated volunteers who cleaned the Lone Fir Pioneer Cemetery. They cleaned up litter, trimmed around headstones, washed and cleaned moss covered headstones on four Saturdays. They also held a vigil in the cemetery on Halloween to protect it from vandalism.

Nominated by: Parks Service Division, DES

Bruce Fuerstenberg

Bruce was enlisted by Melissa Stewart from Buckman Community Association to reset and reglue headstones downed by vandals at Lone Fir Pioneer Cemetery. Bruce volunteered his time and equipment on four Saturdays. He and his helpers reset and reglued 100 headstones.

Nominated by: Parks Service Division, DES

Dr. Connie Masouka

Dr. Masouka is a dentist in private practice in East Portland. She volunteers many hours each month with the Neighborhood Health Clinics' evening clinics, providing free emergency and preventive dental care to the county's most needy residents. A dedicated and committed professional, Dr. Masuoka shows deep concern for the oral health of low income residents. She works with the Multnomah Dental Society and Multnomah County Health Department advocating for improved access to dental services.

Nominated by: Health Department

Betty Robertson

Betty has volunteered with the Multnomah County Library for over five years. She has donated over 1,700 hours at the Library's used book store, the Title Wave, where she cheerfully helps customers find books and staffs the store. Betty is always willing to help out on special occasions or fill in for emergencies but she's most appreciated for her friendliness and dedication.

nominated by: Library

Lanny Collins

Lanny has just completed the enormous task of putting category letters in the computer for all classical records in the music collection at the Central Library. The project required going through 21 card catalog drawers, card by card, and took three years to complete. Says Art & Music supervisor Barbara Rhyne, "It may sound simple, but things never are." Lanny identified snags and problems and even generated his own computer forms to list frequent errors. His work will be appreciated by everyone who uses the classical music catalog at Central Library.

Nominated by: Multnomah County Library

Teo Parra

Tēō

Teo Parra has volunteered with the Portland Community Housing Resource Board program for the past year. The purpose of the Portland CHRB (cherb) is to promote equal housing opportunities in our community. Ms. Parra, who is a licensed real estate broker, was active in sponsoring the CHRB's real estate scholarship program for minority candidates interested in careers in real estate. Teo is a licensed real estate broker. She also volunteers to assist low-income families with real estate transactions, like first-time home buying.

Nominated by: Multnomah County Community Development Program, DSS

Ariel Chavarria

cha va rea

Ariel volunteered all day for the Annual Oregon Fair Housing Conference on April 2nd, helping with registration, communications and conference logistics. She also assists with mailings for the Portland Community Housing Resource Board. 15 years old, she is an honor student at Benson High School.

Nominated by: Citizen Involvement Committee

✓

Jerry Bushman Benson HS
Derek Johnson Grant HS
Jimmy Pryce Cleveland HS
Amber Valentine Benson HS
Michele Waite Cleveland HS (Chair)

These are the graduating seniors involved in the Youth Coalition, a committee of the Regional Drug Initiative. This committee consists of 25 youth from Portland area schools who volunteer their time to find ways to prevent drug and alcohol use among their peers.

Projects in which they have participated include:

1. Participation in the first Regional Drug Initiative conference
 2. A statewide Prevention Conference in Seaside, where youth were presenters in a workshop titled "Empowerment of Youth".
 3. Participation in the Challenge Course organized by the Mult. Co. Sheriff's Office.
 4. Participation in Youth Perspectives for RDI's second annual conference.
 5. Creating PSAs, media campaigns and other public information.
 6. Participating on the Regional Drug Initiative Task Force.
- and many other activities.

Nominated by: Regional Drug Initiative

Ruth Currie

Ruth has served as an advocate for low-income, frail elders with the Portland/Multnomah Commission on Aging for the past eight years. She has ably applied her leadership skills heading the Continuum of Care Committee and, for the past two years, as chair of the Commission.

Ruth's commitment and dedication has put her at the forefront of many programs such as the SSI Outreach Project where she solicited participation and coordinated a team of 50 agencies and individuals to inform very low-income elders of their right to supplemental income. Ruth even served as a volunteer case worker and advocate to assist countless elders to cut through red tape to apply for benefits when her home phone number was inadvertently publicized on the local tv news. Ruth frequently speaks to students about growing old and is a Portland Public Schools mentor.

nominated by: Portland/Multnomah Commission on Aging

Marilyn Mork

Marilyn has served as a representative of the disabled to the Portland/Multnomah Commission on Aging since 1986. During that time she has served on the Transportation and Development Committee. As a member of Tri-Met's Committee on Accessible Transportation, she has impacted the development of Honored Citizen fares and services. She has testified frequently to the Multnomah County Commission, the Governor's Conference on Aging, the Tri-Met Board, and the Portland City Council on issues ranging from energy assistance to tax reform.

Nominated by: Portland/Multnomah Commission on Aging

Channing Briggs

Channing Briggs will retire from the Portland/Multnomah Commission on Aging this July after 6 years of volunteer service and two years as Chair.

Channing faced the challenge of providing civic leadership to the local aging services during the initial cutbacks resulting from Measure 5 with his usual vision. His significant experience and long-range vision proved direction and stability for agencies faced with reduced operating budgets. Channing has also been an active volunteer with the In-Home Services Advisory Committee and Oregon Literacy.

Nominated by: Portland/Multnomah Commission on Aging

Grace Fitzgerald

Grace is the tireless leader and president of the Mid-County Senior Center. Participants and volunteers at the Mid-County Senior Center credit Grace for the successful formation of the center, which is celebrating its one year anniversary. Run solely by volunteers, the center attracts from 20 to 60 seniors daily.

A little over a year ago, Grace served on the Portland Multnomah Council on Aging Senior Center Task Force, where she got the vision of a center which was long needed in Mid-county. Within three months she solicited donations, coordinated pickup and delivery of the items, cultivated and organized volunteers, created a files system to help with planning, and utilized available resources to the fullest.

In addition to her involvement with the Mid-county Senior Center, Grace volunteers as a member of the East County District Center Advisory Committee, the East County Elder Safety Coalition and the Mid-County Senior Center Work Group.

Nominated by: Senior Services, DSS

Elizabeth Davis

Elizabeth Davis has served four years on the Portland/Multnomah Commission on Aging; is an active member of the Governor's Commission on Senior Services and has volunteered for Loaves and Fishes, AARP, Martin Luther King School and the Urban League Multi-cultural Senior Center.

Currently, her strong leadership skills make her a capable and productive Chair of PMCOA's Multi-Ethnic Committee. Under her direction, PMCOA sent a delegation of 40 elders to Senior Day at the Legislature, where they met with their legislators to advocate for needs of ethnic minority elders.

Nominated by: Portland/Multnomah Commission on Aging

Ellen Glynn

Ellen Glynn retires from the Portland/Multnomah Commission on Aging this year after 5 1/2 years of volunteer service. She has served as the representative from the Downtown District Advisory Committee on Aging where she spends many hours each week visiting frail elders in their downtown apartments. She has been active on the Commission's Health and Safety Committee and Elder Safety Coalition.

For the past 2 years, Ellen has provided leadership as the Chair of the Health and Safety Committee. During her tenure as Chair, the committee sponsored two health promotion campaigns including the national AARP award-winning "Don't Let A Fall Trip You Up ... For Life" campaign. This campaign educated older adults and caregivers about the dangers associated with falling and how to reduce the likelihood of falls.

Nominated by: Portland/Multnomah Commission on Aging

Wes Fitzwater

Wes Fitzwater has served on the East County District Center Advisory Committee since 1988. During this time he served as Chair and Vice Chair. When the program sponsorship changed from Human Solutions to Multnomah County , he agreed to serve again as Chair to assist the committee through the transition period. More recently, he assisted with the development of the Mid-County Senior Center. He serves on the Mid-County Board as the treasurer and provided countless hours of assistance during the organizational period. He represents the senior center and the East County District Center Advisory Committee to the Portland Multnomah Council on Aging Senior Center Task Force, Mid-County Senior Center Work Group, and Mid-County Senior Center Resource Development Committee.

Nominated by: Senior Services, DSS

Luana Lou Ship

Luana Lou Ship is a member of the Department of Social Services Citizen Budget Advisory Committee, which advises the Board of County Commissioners and the department on policy and budget. She also serves on the Multnomah County Community Action Commission which identifies and counteracts the causes of poverty within the county; advocates for individual and institutional change to reduce the problems of poverty, and works to insure equitable access to opportunities and resources.

Luana Lou Ship is a good representative of the community, consistent in her attendance at various community/citizen based meetings, and very dedicated to citizen involvement.

Nominated by: Citizen Budget Advisory Committee, Department of Social Services

Bill Muir

Bill Muir currently serves as chair of the Multnomah County Community Action Commission. He has served on the Community Action Commission since its inception in February of 1991. Previously, he chaired the Commission's Self-Sufficiency Committee.

Bill has given countless hours advocating for the concerns of low-income persons. He serves as host member and liaison from the Hamilton-Lownsdale Hotel Advocacy Group to the Community Action Commission. He has at numerous times with cities, the county, and state providers to press for more funds and better programs for the homeless and low-income persons. He is currently developing a community development corporation for low-income housing development.

Nominated by: Multnomah County Community Action Commission, DSS

Paul Lorenzini

Paul Lorenzini served as chair of Public Safety 2000. Meeting for nearly a year, Public Safety 2000 focused on issues of greater effectiveness and efficiency in policing agencies in Multnomah County, recommending some consolidation of efforts. Paul's diligence, insights and his big picture view served the community well by producing realistic recommendations that will increase public safety in Portland, Gresham and Multnomah County.

Nominated by: Commissioner Dan Saltzman

Fred Stickel

Fred Stickel provides leadership to the Detention Reform Committee. This group, chaired by Fred Stickel, is planning how to best serve the youth of Multnomah County who are involved in the juvenile justice system. The County has received an Annie E. Casey grant to enable us to move forward in this significant area.

Fred also was a member of the Public Safety 2000 Committee during the past year. He is honorary co-chair of the Citizens for Jails and Libraries Campaign.

Nominated by: Commissioner Dan Saltzman

Chuck Crist

Chuck Crist has been a volunteer coordinator of the Teen Impact Panel for the past two years. He recruits and screens recovering youth to act as speakers, coordinates speaking engagements at McClaren, local high schools and residential treatment programs.

His previous volunteer efforts included arranging for 12 step programs in the Justice Center and the Multnomah County Correctional Institution. He has been an advisor for the Public Information Committee of the DUII Community Advisory Board for the past year and was a speaker on the Multnomah County Victims Impact panel.

Nominated by: DUII Community Advisory Board, DSS

Deb/Gary

7/22/93

ADVISED THIS INFORMATION

INCORRECT PER JOHN CAYLOR.

Elizabeth Rogolsky

Elizabeth is a group leader of Special People, Inc., a group of individuals served by Mt. Hood Community Mental Health Center who volunteer at Oxbow Park practically every Thursday of the year. This group has been involved in a multitude of park maintenance tasks, including trail grading, limb removal, maintenance of a small nursery, installation of a cedar rail fence, stocking bird feeding stations, and placing salt licks.

Nominated by: Parks Division, DES

John Caylor

John is President and the driving force behind Special People, Inc. This group has contributed to Multnomah County parks with their efforts to comply with the Americans with Disabilities Act by striving to provide access for people with disabilities at park facilities.. Some of the most outstanding achievements have been: providing technical assistance, participating in a review of the annual Salmon Festival at Oxbow which identified barriers to access; donated materials and work to modify eight picnic tables at Oxbow for wheelchair access; researched options to comply with ADA communications requirement; improved access at Oxbow's disabled-access campsite; and raised the awareness of staff, providing impetus for change.

Nominated by: Park Division, DES

Lynn Wilson and David Douglas High School Ecology Club

Lynn Wilson is a biology teacher at David Douglas and the staff facilitator for the Ecology Club. This club adopted Beggar's Tick Wildlife Refuge. Lynn is the sort of facilitator who empowers the students to initiate, lead and follow through on projects. A partial list of the club's accomplishments follows:

developed and distributed interpretive brochure; did monthly site clean-ups for 24 months; put out 24 bird houses and a wood duck box; tested water quality for 24 months, did wildlife surveys twice a month for 12 months, planted native plants, and are working on a bat house.

Lynn won the Soil and Water Conservation Districts' "Teacher of the Year" Award in 1992.

Nominated by: Parks Division, DES

Terry Ciecko

Terry donated several hundred hours and provided enthusiastic contribution and effective on-site management over the past two years as the volunteer coordinator for the Oxbow Salmon Festival. Terry's commitment, efficient coordination, tireless enthusiasm and engaging manner have been of incalculable value to the Parks Services division. The Salmon Festival relies on over 300 volunteers to produce the event each year. In 1992 over 1,500 hours were donated by volunteers for the salmon festival.

Nominated by: Parks Service Division, DES

Dr. Scott Campbell and staff of Banfield Veterinary Hospital

In August of 1992, Dr. Campbell approached Multnomah County Animal Control with a unique proposal. He wanted Banfield Veterinary Hospital to become an adoption outreach center for the animal shelter. Animal control trained the hospital staff in its adoption procedures and the hospital has placed numerous cats and dogs.

When the pet arrives at the hospital it is given a physical exam, bathed and groomed, spayed or neutered and then displayed where clients can see and fall in love with it.

Since Dr. Campbell's approach has proven to be effective, Animal Control has signed on two more clinics to help animals needing homes.

Nominated by: Animal Control, DES

Cindy Miller

Cindy Miller has spent hundreds of hours showing Animal Control's adoptable cats to potential adopters, counseling on animal care and grooming, cleaning their cages and seeing to their every need. The staff affectionately calls her "Out Cat Lady".

Nominated by: Animal Control, DES

Barbara DeWilde

For the last three years Barbara has spent thousands of hours calling rescue groups all over the country, trying to find foster homes for dogs. She is responsible for bringing at least 50 new foster dog parents into the Animal Control program in 1992. Hundreds of dogs have been adopted or fostered because of her efforts.

Nominated by: Animal Control, DES

Richard Leonard

Richard Leonard has served eight years on the Multnomah County Planning Commission, including serving as Chair. The Planning Commission is a judicial body deliberating land use requests and serves as the first court before which land use cases are heard, which causes the members to be before the public for many long, and sometimes heated debates concerning development practices in Multnomah County. Richard's service exceeds 100 public meetings and over 500 hours of volunteer service.

Richard has also been a member of the DES Citizen Budget Advisory Committee since 1986, serving as chair for three years.

Nominated: Planning Division, DES

George Douglas

George Douglas has served for eight years on the Multnomah County Planning Commission, which includes serving as Vice-Chair. This services exceeds 100 public meetings and 500 hours of volunteer service.

George ~~serv~~ on the West Multnomah Soil and Water Conservation District board for many years and on the Agriculture Stabilization Conservation Service Committee for approximately 22 years. He is a member of the Sauvie Island Grange and served on the Sauvie Island School Board.

Nominated by: Planning Division, DES and the West Soil and Water Conservation District.

Karin Hunt

Karín (accent on 'n)

Karin Hunt has been a member of the West Soil and Water Conservation for xxx years and was instrumental in many of the decisions and activities to enhance the environment of Northwest Portland. She is currently serving her second four-year term as a Multnomah County Planning Commissioner and continues to work with the Conservation District as an Associate Director, helping with their brochures and reports.

Karin was one of the founders of the Citizens for the Preservation of Skyline Ridge neighborhood association.

Nominated by: West Soil and Water Conservation District

Deb/Hank

Michael Schultz

Michael Schultz is the outgoing chair of the Multnomah County Citizen Involvement Committee, having served four years on the committee, including two years as chair. Michael was Vice-Chair of the CIC and chair of the Conduit Committee (which publishes the County Conduit) during 1990-91. He was a member of the Department of Social Services CBAC during 1990-91 and represented that CBAC on the Central CBAC. Michael has represented the CIC well to the Board of County Commissioners and the public. Under his chairmanship the CIC organized the Joint Citizen Budget Advisory Committee (with the Cities of Portland and Gresham) which looked at possibilities for service consolidation; surveyed delegates to the Citizen Convention on government services; continued publication of the Conduit and established a new newsletter; re-issued the Citizen Handbook; strengthened the Citizen Budget Advisory Committee program; and, in general, served as a liaison between the Board of County Commissioners and the public.

Nominated by: Citizen Involvement Committee

Bruce Greene

Bruce served as chair of the Multnomah County Citizen Convention Steering Committee, which planned for the Citizens Convention, a convention that provided an opportunity for county residents to recommend changes and improvements in government services to the local jurisdictions. Bruce gave many long hours to ensure the success of the convention, and in a marathon 36-hour stint, compiled the convention final report for presentation to the Board of County Commissioners.

Bruce is Chair of the Support Services Citizen Budget Advisory Committee, which advises on the budget and policy of such internal services as personnel and purchasing.

Nominated by: Citizen Involvement Committee

Al Armstrong

Al Armstrong is a outgoing Chair of the Department of Community Corrections Citizen Budget Advisory Committee and a member of the Community Correction Advisory Committee. He represents the DCC CBAC on the Central Citizen Budget Advisory Committee. He is also a member of the Citizen Involvement Committee and was co-chair of the 1992 Volunteer Award Ceremony.

Nominated by: Citizen Involvement Committee

Laurie Sitton

Laurie Sitton has volunteered for the county for approximately seven years. She is currently a member of the Metropolitan Human Rights Commission and serves as chair of the City/County Advisory Committee on the Disabled. She actively participates on numerous committees and boards, locally and nationally, that promote human rights.

Nomination: Metropolitan Human Rights Commission

Ulysses Cowser

Kathy Pilcher

Kevin Johnson

Ulysses, Kathy and Kevin are members of the Youth on the Move Group at Columbia Villa, a function of the Safety Action Team. This is a self-governed group of teenagers who mentor younger children, help them with homework and provide a positive influence for them. For their teen peers they plan activities such as dances to provide safe alternative activities. For the community, they provide baby sitters to allow mothers to attend support groups.

Because there were serious problems at Columbia Villa in sorting garbage and recycling, they delivered flyers on recycling talked with residents of Columbia Villa and Tamarack Housing about ways to improve recycling. Kevin attends Reynolds High School; Ulysses and Kathy attend Roosevelt.

Youth on the Move has been selected by KATU-TV to receive the Tom McCall Award for Community Service honoring Great Kids.

(ask members of Youth on the Move in the audience to stand)

Nominated by: Multnomah County Sheriff's Office

Don C. Church

Don Church has, over a period of many years, made significant contribution to the success of public educational programs in Multnomah County. He has volunteered his time and talent to support the OSU Extension Sea Grant water safety educational activities and the Oregon Water Safety Council activities. He was chair of a major regional conference to involve water safety training for youth in local schools. This event resulted in over 20,000 youth receiving water safety information.

Don also was a member of the Sheriff's Office Citizen Budget Advisory Committee from 1986 until 1991.

Nominated by: OSU Extension Service -- Multnomah County

René Hylton

Renee Hylton teaches, leads, directs and works for the Oregon State University Extension Service's Food and Nutrition Advisor Program. Her professional approach and attitude toward volunteer participation in the education process have made her a leader in putting together audiences who need information, volunteers able to teach, and the Extension Service resources that will support the education process.

Each week she contributes a minimum of three days. She has coordinated major revision of the 36-hour training program conducted for new volunteers, established continuing education program throughout the year, and enthusiastically supported 50 new volunteers and 20 recertified volunteers.

Nominated by: OSU Extension Service - Multnomah County

Helen Tamke

For the past 8 years, Helen Tamke has held a variety of leadership positions such as president and district director of the Oregon Association for Family and Community Education. She has worked tirelessly to build 22 local study groups in Multnomah County. She has headed several outreach projects such as purchasing goats for Haitian refugees and making puppets for use in Indian schools. She has contributed leadership to the gathering of research data on the effect of television on elementary children and development of support programs for mothers. Her energy and positive attitude have been critical in the growth of the Extension Service program which uses 340 volunteers who provided 18,000 hours of service to the community last year.

Nominated by: OSU Extension Service - Multnomah County

Susan Lawrence

For three years, Susan Lawrence helped develop and coordinate the OSU Extension Service parenting program delivered at the Volunteers of America Women's Restitution Center. The 16 week curriculum had the overall goal of increasing each woman's knowledge of child and adult development. Susan worked as a mentor for VOA staff members who also delivered the program. Susan was available for ongoing staff development and critiquing of the program to better fit the needs of the clients served.

Nominated: OSU Extension Service - Multnomah County

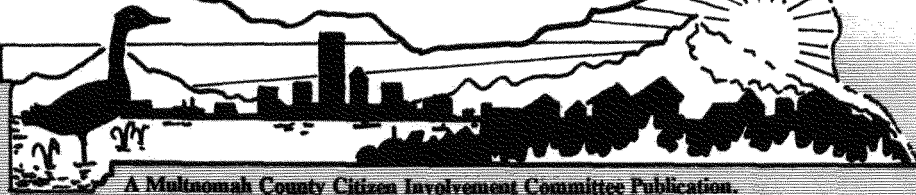
Betty Kegg

Betty has been scheduling Master Gardener volunteers to work on the phones in Multnomah County for the past three years. She is the most reliable volunteer the Extension Service has ever had in this position. As a result of her effort, over 250 volunteers are scheduled each year to answer in excess of 10,000 gardening questions. She puts in many long hours organizing and scheduling each month during the entire year. This service is very valuable to the residents of Multnomah County, providing information on sound environmental gardening practices.

Nominated by: OSU Extension Service - Multnomah County

CITIZENS INVOLVED

A GRASSROOTS NEWSLETTER



Jan. - Mar. 1993



Dr. Gary Nakao, Dir. of Social Services briefs CIC (from left) Don MacGillivray, Judy Hadley, John Legry (staff), Derry Jackson, Al Armstrong and Nancy Wilson.

MULTNOMAH COUNTY (CIC) CITIZEN INVOLVEMENT COMMITTEE

■ Multnomah County Citizen Involvement Committee (CIC) has three basic goal areas:

- * Provide timely information to residents regarding their opportunities and rights in the decision-making process of County government;
- * Facilitate the creation of meaningful citizen involvement activities;
- * Help integrate citizens into County decision-making processes.

CIC was established in 1984 by a vote of the citizens of Multnomah County.

CIC does not involve itself in the merits of issues, but in the merits of the processes which shape the issues.

CIC is a tool for Multnomah

County's citizens. Effective citizen participation in county government is CIC's primary goal.

CIC established the Citizen Budget Advisory Committee (CBAC) program, involving citizens in budget and policy decisions early in the process.

CIC works so that citizen concerns are heard and accounted for early in the formal decision making process for optimum effect.

CIC works with the other citizen boards, commissions, steering committees, task forces, associations and ad hoc groups to help our elected officials exercise home rule authority. [Note: To contact CIC, call 248-3450, or write to: CIC, 2115 S.E. Morrison, #215, Portland, OR 97214].

GRASSROOTS PROFILE:

CORBETT

by Nancy Wilson

■ Corbett is a small agricultural community nestled along the historic Columbia River Highway in east Multnomah County. Industries include such things as logging, berry bulb and vegetable farming, nurseries and light manufacturing. For many years, visitors have passed through the community while touring the Columbia River Gorge and while enroute to Multnomah Falls and other scenic vistas.

All the residents east of the Sandy River to the Multnomah County line near Bonneville Dam, are represented by the Northeast Multnomah County Community Association (NEMCCA). There are over 1500 households within this geographical area. There are several communities who are affiliated with the Corbett School District and thought of as Corbett residents. They include what's left of Bridal Veil and Latour-elle, Coopey Falls, Dodson, Warrendale, Springdale and Aims.

NEMCCA exists to organize the varied interest groups into unified action for the improvement of the quality of life. Through organization NEMCCA increases the political power of local citizens to insure tax money returns to the community in the form of needed government services. In addition, NEMCCA pro-

continued on
page 2

CORBETT

■ continued from pg. 1

vides educational programs and information about events and issues both in the community and of general public interest.

Some of the issues of interest facing the community now are:

1. A 28% increase in reported crime between 1989-90, according to information from the Sheriff's Office - which is responsible for patrol in these unincorporated communities for the area. The next two years statistics aren't available yet, but the crime

level still appears to be increasing - especially thefts from visitor's vehicles parked along the Scenic Highway, visiting the waterfalls and parks. Multnomah Falls is the Number One visitor attraction in the State and with the National Scenic Area Act in place, the Gorge will be marketed across the nation, encouraging even more visitors.

2. Use of Gordon Creek Watershed as a recreational area, with an agreement with the Forest Service to curtail certain activities which com-

promise water quality.

3. The National Scenic Area which runs from Lewis & Clark Park near Troutdale, through the Gorge Area as far as The Dalles - primary concern with the effect of restrictions placed on residents of this area by the Gorge Act.

4. The purchase of the community of Bridal Veil by the Trust for Public Lands (TPL). TPL wishes to replace it with a park and is opposed by local historians who wish to preserve the historic timber community and use remaining buildings to interpret local logging and settlement from the mid-1850's to today.

5. Building of a new school. Planned for the next two years.

6. Bicycle paths. A NEMCCA community representative is working with the County to help design and implement the plan.

7. Elder services coalition. Formed to address the needs for elders in all east Multnomah County. A NEMCCA representative serves on the coalition to insure that citizens east of the Sandy River are represented.

There are many other issues, committees and participation by local residents in other citizen involvement groups. The community association can be contacted by mail:

NEMCCA
P.O BOX 32
CORBETT, OR 97019

Or, by calling: Nancy Wilson - current NEMCCA President - 695-2200.

COMMUNITY LEADERSHIP:

"A community leader...realizes that the solution is not outside the public, but within it."

■ Who are our leaders? Citizens are directly experimenting with democracy. What's emerging has to do with the style of leadership we use. Writing in the latest Kettering Foundation Bulletin (a public affairs think-tank), Michael Briand states in his article "Public Leadership and Public Politics" that under our current leadership - and at his/her democratic "best" - a "real leader" tries to empower folks, but often ends up trying to "overpower them." He/she is never short on facts, opinions, options or plans. He or she is a skillful political strategist, a spell-binding communicator, and ready to solve our problems - now!

Under the old model, public life is reduced to the question of "who gets what, when, and how." "Community" is nothing more than a loose collection of individuals and groups, and the assumption is that there is no common or public good or interest apart from what emerges from a fair contest among particular interests. In the old model, we choose leaders who "know how to work the system."

Under the emerging model of leadership, government is not only for the people, but of them and by them

as well. We cannot do away with government; government is indispensable. But, citizens are asking whether government can operate effectively in the absence of a form of community life that places the responsibility for sound public decision making squarely on the shoulders of citizens. If such an alternative view is called for, our understanding of the nature of leadership and of who our leaders are must change.

The new model suggests that we stop looking for leaders who will show us the way forward and instead start looking to ourselves for answers. The question is not "How do we get effective leaders?" but "How do we, as a community, begin to address the problems we want to solve?"

Under the new model, at most, community leadership consists of helping the community find out for itself what it wants and helping citizens to articulate the community voice. The purpose of leadership is to serve as a catalyst. A community leader sets out not to take charge, but to prompt people to reflect and ask themselves the right questions. He or she realizes that the solution is not outside the public, but within it.

GRASSROOTS PROFILE:

Please send us your organization's profile. Share your successes and concerns with other citizen grassroots groups and help to keep them informed and involved. Mail to: CIC, 2115 S.E. Morrison, #215, Portland 97214.

METRO CITIZEN COMMITTEE FORMED

by Gail Cerveney, Chair Metro CCI

■ The Metro Charter adopted by the voters in the November 1992 election created the Metro Office of Citizen Involvement. "The Metro Office for Citizen Involvement is created to develop and maintain programs and procedures to aid communication between citizens and the council and the executive officer."

Those appointed as members from Multnomah County are: **Alice Blatt, Gail Cerveney, Katherine Cheney, Teresa Lahaie, Rick Lee, Julie Omelchuck, Chris Overton and Dan Small.** Alternates are: **Linda Bauer, Jeff Darden, Aaron Ellis, Franklin Jenkins, Sharon Dhormooji, Donald MacGillivray and Angel Olsen.**

During the December 9, 1992 organization meeting, **Gail Cerveney** was elected chairperson and **Teresa Lahaie** was elected vice chairperson.

Believing that meetings beginning after regular work hours afford the ma-

jority of citizens access to the Metro Council and Metro committee meetings, many from the Metro Committee for Citizen Involvement testified in favor of retaining the 5:30/6:00 p.m. Metro meeting times. A second important issue was the fact that three Metro councilors have jobs that would make it difficult to attend meetings prior to 4:00 p.m.

A compromise vote to hold Metro Council meetings at 4:00 p.m. won by one vote. Metro councilors from Multnomah County voting to hold meetings at 2:00 p.m. were: **Rod Munroe, Judy Wyers, Ruth McFarland and Roger Buchanan.** **George Van Bergen** and **Jon Kvistad** also voted for the 2:00 p.m. time. Multnomah councilors voting for the 4:00 p.m. compromise were: **Ed Washington, Sandi Hansen and Jim Gardner.** Other councilors voting for the 4:00 p.m. compromise were: **Mike Gates; Richard Devlin; Susan McLain; and Terri Moore.**

The Metro Committee for Citizen Involvement encourages you to attend council and committee meetings. Citizen participation is encouraged. Simply fill out the card provided on the table as you enter the Metro Council Chamber and hand it to the Council Clerk. You will be called upon to speak at the appropriate time. **Metro Council meets 2nd and 4th Thursdays of each month.** **Solid Waste Committee** meets 1st and 3rd Tuesdays. **Planning Committee** meets 2nd and 4th Tuesdays. **Regional Facilities Committee** meets 1st and 3rd Wednesdays. **Finance Committee** meets 2nd and 4th Wednesdays. **Governmental Affairs Committee** meets 1st and 3rd Thursdays. **Metro meetings are at 4:00 p.m. 2000 S.W. First Avenue, Portland, Oregon 97201, (503) 221-1646.** [Note: Metro is scheduled to move in April, 1993 to 600 N.E. Grand, Portland, OR 97232].

QUESTIONNAIRE: METRO MEETING TIMES.

Your Organization _____
Name _____

Please take five minutes to fill out and return the following questionnaire. Your answers will help Metro council to set its public agendas at a time when the public can best participate. [Return to: CIC, 2115 S.E. Morrison, #215, Portland, OR 97214].

A. Would you attend a Metro Council or Standing committee meeting if they were discussing the following issues (Check all which apply):

- ☐ Land use planning ☐ Transportation planning ☐ Region 2040
☐ Metropolitan Greenspaces ☐ Regional Growth Management (UGB)
☐ Service consolidation ☐ Metro Zoo ☐ Performing Arts Center
☐ Convention Center ☐ Solid Waste/Recycling ☐ Budget/Finance
☐ Other (please explain): _____

B. What time would you attend a Metro meeting? Check One:

- ☐ 2 p.m. ☐ 4 p.m. ☐ 4 p.m. with controversial issues scheduled after 5 p.m.
☐ 5:30 p.m. ☐ 6:30 p.m. ☐ Would not attend ever ☐ Other

C. Would you be in favor of an off-site location for a Metro Council or Metro Committee meeting when it pertains to issues in your local area? ☐ Yes ☐ No

D. Do you have cable television? ☐ Yes ☐ No
If you have cable, do you watch televised public meetings? ☐ Yes ☐ No

POLITICS VS. CITIZEN INVOLVEMENT

by Angel Olsen

■ Following the Multnomah County Citizens' Convention, November 21, 1992, Steering Committee Chair **Bruce Greene** has some observations and suggestions on how citizen involvement can be improved.

"The Convention was an unqualified success," Greene said. "While the process did not always run smoothly, one hundred and thirty five citizens did come together, with the common goal of improving their government."

"Attendees covered the entire political spectrum," Greene said. "There were veterans in local government - conservatives, liberals - and many for whom the Convention was a first experience with self-government. Many came with set ideas, but the issues did not fit preconceptions. People of opposite political views found themselves voting together on community issues."

"Political parties," Greene continued, "forget that advisory boards and commissions are designed for average citizens. Politics has been seen as something other than citizen involvement. Government is only as open as the citizens want it to be. That means we all have to communicate with one another."

"This process needs to continue," Greene said. "We need increased citizen involvement at all levels of government, breaking through apathy, parochialism, frustration or whatever barrier keeps citizens from actively participating in their own daily governance."

"Generally," Greene said, "information about advisory boards, commissions or committee vacancies must be widely shared so that every citizen has an opportunity to serve. Increased media coverage of these openings would be a good beginning. As one grassroots citizen involvement group hears of an opportunity," Greene advised, "it should inform others."

"While it's no easy task," Greene admitted, "I believe that we can bring people back into the process. We can do it by finding ways to educate ourselves about how and why government works. Only then can we fully participate and make intelligent decisions concerning our common future."

[For a complete summary of Citizens' Convention resolutions and Board responses, call: 248-3450, or write: CIC, 2115 S.E. Morrison, #215, Portland, Oregon 97214].

CITIZEN INVOLVEMENT:

CITIZEN OPENINGS

■ *"I know of no safe depository of the ultimate powers of society but the people themselves." Thomas Jefferson, 1821.*

People governing themselves is government by participation. The cities, county and Metro all have citizen involvement committees dealing with aspects of government. This column is dedicated to opportunities to participate. **Current vacancies:**

Wood Village: Design Review Board.

Multnomah County: Budget Advisory committees for - Social Svcs; Auditor; Support Svcs; Sheriff. **Citizen Involvement Committee.** Children & Youth Svcs Commission. **Community Corrections Advisory Committee.** Community Action Commission. **Council on Chemical Dependency.** Expo Center Board.

Metro: Committee for Citizen Involvement (CCI).

If you are interested in any of these opportunities to participate or have questions regarding these committees and/or others, call 248-3450.

M 903



CIC Outreach Committee

Angel Olsen, Chr.

Gail Cerveney

Steve Fulmer

Jim Regan

Nancy Wilson

Michael Schultz, Chr. CIC

John Legry, Staff

(503) 248-3450

2115 S.E. Morrison, #215

Portland, OR 97214

Multnomah County

Citizen Involvement Committee

BULK RATE
U.S. POSTAGE
PAID
PORTLAND, OR
PERMIT NO. 5522

MEETING DATE: May 6, 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Public Hearing/Resolution Filling State Representative, District 14 Position

AGENDA REVIEW/
BOARD BRIEFING

Date Requested: May 4, 1993

Amount of Time Needed: 15 Minutes

REGULAR MEETING: Date Requested: May 6, 1993 - 10:00 AM TIME CERTAIN

Amount of Time Needed: 1 Hour

DEPARTMENT: Non-Departmental DIVISION: Office of the Chair

CONTACT: H.C. Miggins TELEPHONE #: 248-3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Agenda Review: Larry Kressel

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Public Hearing and Consideration of a Resolution in the
Matter of Filling the Vacancy in the Legislative Assembly,
State Representative, District 14, Due to the Resignation
of Beverly Stein to Run for Multnomah County Chair

5/6/93 Fax & original to Juanita Edwards

BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 AM 9:55
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: H.C. Miggins

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/64

OFFICE OF THE SECRETARY OF STATE

PHIL KEISLING
SECRETARY OF STATE



ELECTIONS DIVISION
COLLEEN SEALOCK
DIRECTOR

141 STATE CAPITOL
SALEM, OREGON 97310-0722
ELECTIONS — (503) 378-4144

April 26, 1993

RECEIVED
APR 28 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

cc: OBO

Larry Kressel

Hank Miggins, Chair
Multnomah County Board of Commissioners
1120 SW 5th
Portland, Oregon 97204

Re: Resignation of Representative Beverly Stein

Dear Chairman Miggins:

State Representative Beverly Stein, District 14, has submitted her resignation from the 67th Oregon Legislative Assembly, effective date April 21, 1993, at 5:00 p.m.

Pursuant to ORS 171.060(1), you are hereby notified of the vacancy. The Democratic precinct committee persons of State Representative District 14 will meet on Thursday, April 29, 1993, at 7:00 p.m. to choose nominees to fill the vacancy. The Multnomah County Board of Commissioners will be notified of the list of nominees as soon as practicable. The Board is hereby directed to meet to appoint one person from the list. The time and location of the meeting are as follows:

Time: 10:00 a.m.
Date: Thursday, May 6, 1993
Place: Commission Board Room
1021 SW 4th, Room 602
Portland, Oregon 97204

Enclosed is a copy of the Administrative Rule outlining the procedures for conduct of meeting to fill a vacancy in the Legislative Assembly. Also enclosed is a Statement which you may use as an example to notify the Secretary of State of the appointment, including a signature sheet and a vote tabulation sheet.

Please contact me if you have any questions about this process.

Sincerely,

Juanita Edwards
Elections Division

Enclosures
c: Fred Cash
Jana Doer

PHIL KEISLING
SECRETARY OF STATE



ELECTIONS DIVISION
COLLEEN SEALOCK
DIRECTOR
141 STATE CAPITOL
SALEM, OREGON 97310-0722
ELECTIONS — (503) 378-4144

April 30, 1993

Hank Miggins, Chair
Multnomah County Board of Commissioners
1120 SW 5th
Portland, Oregon 97204

Re: State Representative District 14 Vacancy

Dear Chairman Miggins:

This is to notify you of the names of the nominees of the Democratic Party of Oregon who have been selected by the Democratic precinct committee persons of State Representative District 14. These are the names to be considered by the Multnomah County Board of Commissioners in appointing a successor to fill the vacancy created by the resignation of Beverly Stein. The following have been nominated to fill the vacancy in State Representative District 14:

1. Diane Rosenbaum
2. Kevin R. Kouns
3. George V. Eighmey

Pursuant to ORS 171.060(1), I have provided you with this list of nominees for the meeting to be held on Thursday, May 6, 1993 at 10:00 a.m. Also enclosed is a copy of the Secretary of State's rule governing the conduct of a meeting of county commissioners to fill a vacancy in the legislative assembly.

Sincerely,

A handwritten signature in cursive script, reading "Scott S. Tighe".
Scott S. Tighe, Manager

BOARD OF
COUNTY COMMISSIONERS
1993 MAY - 4 PM 4:35
MULTNOMAH COUNTY
OREGON

SST:dh

Enclosure

cc: Members of the Multnomah County Board of Commissioners
Jana Doer
Fred Cash

CERTIFICATE AND ORDER
FOR FILING
PERMANENT
ADMINISTRATIVE RULES WITH THE SECRETARY OF STATE

RECEIVED

I HEREBY CERTIFY that the attached copy is a true, full and correct copy of PERMANENT rule(s) adopted on:

FEB 16 2 20 PM '93
February 16, 1993

(Date)

by the Secretary of State
(Department)

Elections Division
(Division)

PHIL KEISLING
SECRETARY OF STATE

to become effective Upon Filing
(Date)

The within matter having come before the Secretary of State Elections Division after
(Department) (Division)

all procedures having been in the required form and conducted in accordance with applicable statutes and rules and being fully advised in the premises:

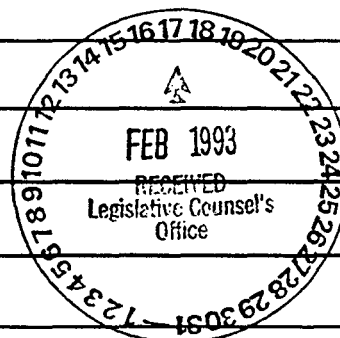
Notice of Intended Action published in Secretary of State's Bulletin: NO ☐ YES ☒ Date Published: February 1, 1993

NOW THEREFORE, IT IS HEREBY ORDERED THAT the following action be taken: (List Rule Number(s) or Rule Title(s) on Appropriate Lines Below)

Adopted:
(New Total Rules) 165-10-060

Amended:
(Existing Rules)

Repealed:
(Total Rules Only)



as Administrative Rules of the Secretary of State
(Department)

Elections Division
(Division)

DATED this 16th day of February, 19 93

By:

Scott S. Tygh
(Authorized Signer)

Title: Elections Division Manager

Statutory Authority ORS 249.200, 171.051, 171.060 or

Chapter(s) _____, Oregon Laws 19 ____ or

House Bill(s) _____, 19 ____ Legislature; or Senate Bill(s) _____, 19 ____

Subject Matter: Establishes procedures for conduct of meeting to fill vacancy in Legislative Assembly.

BEFORE THE SECRETARY OF STATE
OF THE STATE OF OREGON

RECEIVED

FEB 16 2 20 PM '93

In the Matter of Adoption of a Rule,
165-10-060, Relating to Filling Vacancies
in the Legislative Assembly.

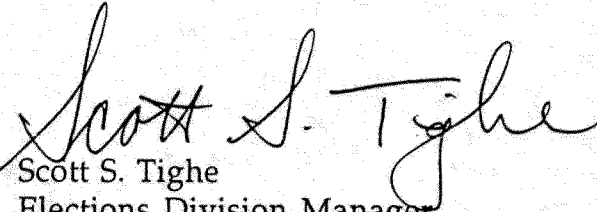
) STATUTORY AUTHORITY, PHIL KEISLING
) STATEMENT OF NEED, SECRETARY OF STATE
) PRINCIPAL DOCUMENTS RELIED
) UPON AND FISCAL IMPACT

TO: ALL INTERESTED PARTIES

1. STATUTORY AUTHORITY: ORS 171.060(1)
2. STATEMENT OF NEED: ORS 171.060(1) requires Secretary of State to adopt a rule establishing procedures for the conduct of a meeting to fill a vacancy in the Legislative Assembly.
3. PRINCIPAL DOCUMENTS RELIED UPON: None
4. FISCAL IMPACT: None

DATED: February 16, 1993

Phil Keisling
Secretary of State

By: 
Scott S. Tighe
Elections Division Manager

DIVISION 10

PROCEDURE FOR CONDUCT OF MEETING TO FILL VACANCY IN LEGISLATIVE ASSEMBLY.

165-10-060 The following procedure has been adopted in accordance with ORS 171.060(1), which requires the Secretary of State to establish by rule procedures for conducting a meeting to fill a vacancy in the Legislative Assembly:

(1) A meeting of the members of the county governing body(ies) shall convene at the time designated by the Secretary of State.

(2) The chairperson conducting the meeting shall open the meeting and state the purpose of the meeting is to select, from a list of not fewer than three nor more than five nominees furnished by the Secretary of State, an appointee to fill a vacancy in the Legislative Assembly.

(3) Members of the county governing body eligible to vote on the selection are those physically or electronically present at the meeting, who are currently holding office by election or appointment.

(4) The county governing body(ies), in making its determination, may allot time for interviewing nominees and for other pertinent deliberations prior to voting.

(5) The vote shall be taken in a manner specified by a majority of those present and eligible to vote on the selection. The person receiving the highest number of votes shall be the appointee. However, in any case, the vote of each member of the governing body(ies) shall be recorded and included in the written statement required by ORS 171.060(3).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY
AND
THE COUNTY COURT FOR MULTNOMAH COUNTY, OREGON

In the matter of
Filling the Vacancy in the Legislative Assembly,
State Representative, District 14

WHEREAS, pursuant to state law, the Democratic Party Precinct
Committeepersons in House District 14 made nominations to fill the vacancy;
and

WHEREAS, in accord with procedures established by the Secretary of
State, the Board of County Commissioners of Multnomah County and the
County Court of Multnomah County considered the nominations at a public
meeting on _____, 1993; and

WHEREAS, at the conclusion of the public meeting the
Commissioners voted to appoint (nominee) _____
to fill the vacancy, said nominee having received the highest number of
votes as indicated on the vote tabulation attached as Exhibit A,
NOW, THEREFORE, _____ is selected as the appointee
to fill the vacancy in the Legislative Assembly, State Representative District
14;

This Statement shall promptly be forwarded to the Secretary of State as
required by ORS 171.060(3).

ADOPTED this _____ day of _____, 1993.

By: _____
Hank Miggins, Chair
Multnomah County

Dan Saltzman, Commissioner
Multnomah County

Gary Hansen, Commissioner
Multnomah County

Tanya Collier, Commissioner
Multnomah County

Sharron Kelley, Commissioner
Multnomah County

EXHIBIT A

VOTE TABULATION

In the matter of filling the vacancy in the Legislative Assembly, State
Representative District 14, the following votes were cast at the public meeting
held on _____:

Nominee

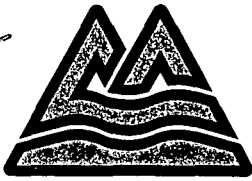
Chair Hank Miggins
Multnomah County

Commissioner Dan Saltzman
Multnomah County

Commissioner Gary Hansen
Multnomah County

Commissioner Tanya Collier
Multnomah County

Commissioner Sharron Kelley
Multnomah County



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
TANYA COLLIER
DAN SALTZMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: Board of County Commissioners

FROM: Laurence Kressel (106/1530) *LK*
County Counsel

DATE: April 28, 1993

SUBJECT: Procedures for Hearing to Fill
Legislative Vacancy (District 14)

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

The Board will meet on May 6, 1993 to fill the vacancy created by the resignation of Representative Bev Stein. Attached are the procedural rules for the meeting issued by the Secretary of State.

The rules are fairly straightfoward. Rule 5 is worth specially noting. It requires a majority of the Board to specify the manner of voting on the appointment (i.e. whether voting will be by ballot or voice vote). This can be done at any time before the vote making the appointment.

For what its worth, the last appointment made by the Board was done by written ballot. The Board filled out the ballots after short presentations were made by the nominees. The ballots were handed to the Clerk, who read them into the record and announced the winner.

DIVISION 10

PROCEDURE FOR CONDUCT OF MEETING TO FILL
VACANCY IN LEGISLATIVE ASSEMBLY.

165-10-060 The following procedure has been adopted in accordance with ORS 171.060(1), which requires the Secretary of State to establish by rule procedures for conducting a meeting to fill a vacancy in the Legislative Assembly:

(1) A meeting of the members of the county governing body(ies) shall convene at the time designated by the Secretary of State.

(2) The chairperson conducting the meeting shall open the meeting and state the purpose of the meeting is to select, from a list of not fewer than three nor more than five nominees furnished by the Secretary of State, an appointee to fill a vacancy in the Legislative Assembly.

(3) Members of the county governing body eligible to vote on the selection are those physically or electronically present at the meeting, who are currently holding office by election or appointment.

(4) The county governing body(ies), in making its determination, may allot time for interviewing nominees and for other pertinent deliberations prior to voting.

(5) The vote shall be taken in a manner specified by a majority of those present and eligible to vote on the selection. The person receiving the highest number of votes shall be the appointee. However, in any case, the vote of each member of the governing body(ies) shall be recorded and included in the written statement required by ORS 171.060(3).

S

BOARD OF
COUNTY COMMISSIONERS

L E O P O L D F S C

1993 MAY -4 D T
AM 11:40MULTNOMAH COUNTY
OREGON

May 4, 1993

The Hon. Hank Miggins
Chairman
Multnomah County Commission

BY FAX: 248-3308

Dear Chairman Miggins:

I'm sending this to endorse as strongly as possible your appointment of George V. Eighmey to fill the legislative seat vacated by Bev Stein.

Growing up and then running a brewery in Olympia, I had ample opportunity to know and watch Washington legislators. The best of those brought to Olympia the qualities I think George can take to Salem -- remarkable tenacity; a knowledge of how to compromise in order to get results; understanding of the law; principles that underlie clear goals; and a sort of self-effacing interpersonal skill that is key to working with diverse groups of people.

George and I are not close or personal friends. I first came to know him when I was running phonathons for Cascade AIDS Project. Over the course of several evenings, one gets "a good read" on a cold-call solicitor. From over a hundred people I worked with, George Eighmey was easily our most effective volunteer. It isn't understatement to say that his skills at persuasion and negotiation are striking! I've since referred people with legal issues to him. To a one, they have come away impressed with his skills and work on their behalf. And I've been aware of how highly thought of he is as a leading board member for Our House.

As a gay man, I have a particular interest in responsible, contributing members of our community having a reasonable number of seats at the table. As a settled Portlander and great grandson of three sets of Oregon pioneers, one a governor, I have interest in an effective, responsible, and distinguished legislature. George Eighmey brings these attributes.

Sincerely,

Rick Schmidt



Oregon Public Employees Union / Local 503

Service Employees International Union, AFL-CIO, CLC



May 5, 1993

VIA FACSIMILE 248-5440

MULTNOMAH CO. BD. OF COMMISSIONERS
1120 SW FIFTH AVENUE
PORTLAND OR 97204

Dear Commissioners Collier, Hansen, Kelley and Saltzman:

I am writing you in support of Diane Rosenbaum for the vacancy in Legislative House District 14.

I have known and worked closely with Diane on labor relations issues for nearly eight years. Diane is bright and energetic. She understands the Legislature and how to effectively promote public policy issues. Further, Diane soundly reflects the political and social interests of her district.

Many key issues in the current legislative session are issues Diane is intimately involved with--tax reform, school finance and state budget priorities, health care reform, urban renewal, workers' compensation, employment discrimination and civil rights generally.

I have no doubt Diane would be a superb legislator with the integrity and commitment we all seek in our elected officials. For this reason, our statewide political committee representing 20,000 public employees, nearly 4,000 of whom reside in the Portland area alone, endorsed her candidacy. Please give her your support. Thank you.

Cordially,

Alice L. Dale
Executive Director

ALD/sh
DOCHH2422

BOARD OF
COUNTY COMMISSIONERS
1993 MAY - 7 AM 9:39
MULTNOMAH COUNTY
OREGON

PORTLAND
Field Office
212 SE Eighteenth Avenue
Portland, OR 97214-1598
230-9231; 1-800-527-9374

EUGENE
Field Office
97-C Centennial Loop
Eugene, OR 97401-7908
342-1055; 1-800-521-3446

SALEM
Admin. / Benefits / Field
1730 Commercial St. SE
PO. Box 12159
Salem, OR 97309-0159
581-1505; 222-6878
1-800-452-2146

MEDFORD
Field Office
1133 S. Riverside, #15
Medford, OR 97501
779-4324; 1-800-452-7965

PENDLETON
Field Office
721 SE Third Street
Pendleton, OR 97801
276-4983; 1-800-452-8146

BALLOT NO. 1

COMMISSIONER TANYA COLLIER

LEGISLATIVE ASSEMBLY, STATE REPRESENTATIVE, DISTRICT 14

VOTE FOR ONE:

1. []

GEORGE V. EIGHMEY

2. []

KEVIN R. KOUNS

3. [X]

DIANE ROSENBAUM

BALLOT NO. 1

COMMISSIONER GARY HANSEN

LEGISLATIVE ASSEMBLY, STATE REPRESENTATIVE, DISTRICT 14

VOTE FOR ONE:

- | | | |
|----|----------|-------------------|
| 1. | [] | GEORGE V. EIGHMEY |
| 2. | [] | KEVIN R. KOUNS |
| 3. | [✓] | DIANE ROSENBAUM |

BALLOT NO. 1

ACTING CHAIR H.C. MIGGINS

LEGISLATIVE ASSEMBLY, STATE REPRESENTATIVE, DISTRICT 14

VOTE FOR ONE:

1. [☒]

GEORGE V. EIGHMEY

2. [☐]

KEVIN R. KOUNS

3. [☐]

DIANE ROSENBAUM

BALLOT NO. 1

COMMISSIONER SHARRON KELLEY

LEGISLATIVE ASSEMBLY, STATE REPRESENTATIVE, DISTRICT 14

VOTE FOR ONE:

1. [☒]

GEORGE V. EIGHMEY

2. [] .

KEVIN R. KOUNS

3. []

DIANE ROSENBAUM

BALLOT NO. 1

COMMISSIONER DAN SALTZMAN

LEGISLATIVE ASSEMBLY, STATE REPRESENTATIVE, DISTRICT 14

VOTE FOR ONE:

- | | | |
|----|---|--------------------------|
| 1. | [<input checked="" type="checkbox"/>] | GEORGE V. EIGHMEY |
| 2. | [] | KEVIN R. KOUNS |
| 3. | [] | DIANE ROSENBAUM |



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	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
CLERK'S OFFICE •	248-3277 •	248-5222

FAX COVER SHEET

TO: JUANITA EDWARDS FROM: DEBORAH C. BOGSTAD
Office of the Board Clerk

PHONE: 378-4144 PHONE: 248-3277

FAX: 373-7414 FAX: 248-5262

Sending total of 3 pages including cover sheet.

DATE: MAY 6, 1993

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Filling the
Vacancy in the Legislative
Assembly, State Representative,
District 14

)
) R E S O L U T I O N
) 93-157
)

WHEREAS, the resignation of Beverly Stein has created a vacancy in the Legislative Assembly, State Representative, District 14; and

WHEREAS, pursuant to state law, the Democratic Party Precinct Committee persons in District 14 have submitted nominations to fill said vacancy; and

WHEREAS, in accordance with procedures established by the Secretary of State, the Multnomah County Board of Commissioners considered the nominations at a public hearing on Thursday, May 6, 1993; and

WHEREAS, at the conclusion of the public hearing, the Board voted to appoint GEORGE V. EIGHMEY to fill the vacancy, said nominee having received the highest number of votes as indicated on the attached tabulation; now therefore

IT IS HEREBY RESOLVED that GEORGE V. EIGHMEY is selected as the appointee to fill the vacancy in the Legislative Assembly, State Representative, District 14; and

IT IS FURTHER RESOLVED that this resolution shall promptly be forwarded to the Secretary of State as required by ORS 171.060(3).

DATED this 6th day of May, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

H. C. Miggins
H. C. Miggins, Acting Chair

Dan Saltzman
Dan Saltzman, District 1

Gary Hansen
Gary Hansen, District 2

Tanya Collier
Tanya Collier, District 3

Sharron Kelley
Sharron Kelley, District 4

REVIEWED:

Laurence Kressel
LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

ATTACHMENT

VOTE TABULATION

In the Matter of Filling the Vacancy in the Legislative Assembly, State Representative, District 14, the Multnomah County Board of Commissioners voted as follows:

Commissioner Sharron Kelley	<u>GEORGE V. EIGHTMEY</u>
Commissioner Gary Hansen	<u>DIANE ROSENBAUM</u>
Commissioner Tanya Collier	<u>DIANE ROSENBAUM</u>
Commissioner Dan Saltzman	<u>GEORGE V. EIGHTMEY</u>
Acting Chair Henry C. Miggins	<u>GEORGE V. EIGHTMEY</u>

BOARD OF
COUNTY COMMISSIONERS

Meeting Date: MAY 06 1993

1993 APR 28 PM 4:44

Agenda No.: R-3

(Above space for Clerk's Office Use)

MULTNOMAH COUNTY
OREGON

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Participation in Funding Activities of the Dispute Resolution Commission

AGENDA REVIEW/
BOARD BRIEFING

May 4, 1993
(date)

REGULAR MEETING May 6, 1993
(date)

DEPARTMENT Non-Dept.

DIVISION Commissioner Kelley's Office

CONTACT Carolyn Marks Bax

TELEPHONE x2738

PERSON(S) MAKING PRESENTATION Carolyn Marks Bax; Lynn Cox, VORP, Lou Stagnito;
Tri-Co. Youth Consortium; Anndy Wiselogle, E. Co.

ACTION REQUESTED:

E. Co. Mediation

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

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

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

Every odd numbered year jurisdictions wishing to continue receiving Oregon Dispute Resolution Funds for community based programs, must formally convey their intention to continue to participate. The attached resolution satisfies ORDC rules on participation.

Current ODRC fund recipients, selected through an RFP in 1992, will provide program briefings.

5/7/93 copies to Carolyn Marks Bax and
Commissioner Sharon Kelley

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Participation in)
Funding Activities of the Dispute)
Resolution Commission)

RESOLUTION
93-158

WHEREAS the Board of County Commissioners believes that the settlement of disputes by mediation may lead to more long-lasting and mutually satisfactory agreements, and

WHEREAS mediation can reduce time-consuming and costly litigation, as well as alleviating situations which can result in violence, and

WHEREAS Multnomah County acknowledges the services currently provided in Multnomah County by numerous mediation specialists, and

WHEREAS the Oregon Legislature in the 1989 Session created the Dispute Resolution Commission, one of whose charges is to foster the development of community-based mediation programs by making funding from civil filing fees available to participating counties, and

WHEREAS Multnomah County values the programs currently funded with Oregon Dispute Resolution Commission funds and appreciates the enhanced services and skills recognized by the community through the volunteer components of these programs, and

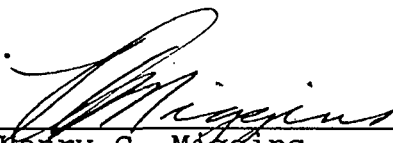
WHEREAS any county wishing to continue to participate must formally notify the Commission of their intentions each odd numbered year,


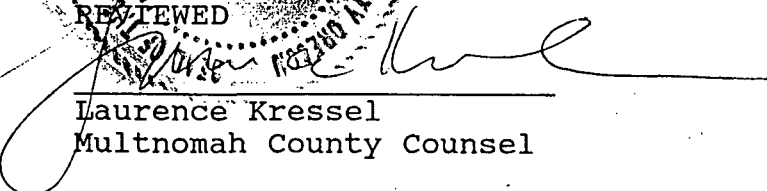
NOW, THEREFORE BE IT RESOLVED THAT:

Multnomah County hereby notifies the Commission of its desire to be a participant in the expenditure of funds for dispute resolution programs within Multnomah County, and

Multnomah County hereby agrees to engage in a selection process consistent with Multnomah County procedures and designate funding recipients that meet the standards and guidelines adopted by the Commission and will provide services in accordance with Commission rules.

ADOPTED this 6th day of May, 1993.


Henry C. Miggins,
Acting Multnomah County Chair


REVIEWED

Laurence Kressel
Multnomah County Counsel

Meeting Date: MAY 06 1993

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PROCLAMATION-National Corrections Officers Week

BCC Informal

(date)

BCC Formal

5/6/93

(date)

DEPARTMENT

Nondepartmental

DIVISION

Sheriff's Office

CONTACT

Bart Whalen

TELEPHONE

251-2403

PERSON(S) MAKING PRESENTATION

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

IN THE MATTER OF PROCLAIMING THE WEEK OF MAY 2-8, 1993 AS NATIONAL CORRECTIONS OFFICERS WEEK IN MULTNOMAH COUNTY, OREGON

5/7/93 original to Bart Whalen

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Sheriff Bob Skipper

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

CLERK OF
COUNTY BOARD
1993 APR 29 PM 11:20
MULTNOMAH COUNTY
OREGON

In the Matter of Proclaiming)
the Week of May 2-8, 1993 as) PROCLAMATION
NATIONAL CORRECTIONS OFFICERS WEEK) 93-159
in Multnomah County, Oregon)

WHEREAS, the professional men and women who are Corrections Officers in Multnomah County, Oregon play an essential role in safeguarding the rights and freedoms of the citizens of Multnomah County; and

WHEREAS, these professional men and women are rendering a dedicated service to their communities and have established for themselves and enviable and enduring reputation for preserving the rights and security of all citizens; and

PROCLAIMED this 6th day of May, 1993.

H. C. Miggins
Acting Chair

Meeting Date: MAY 06 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: PROCLAMATION- Peace Officers Memorial Week

BCC Informal _____ (date) BCC Formal 5/6/93 (date)

DEPARTMENT Nondepartmental DIVISION Sheriff's Office

CONTACT Bart Whalen TELEPHONE 251-2403

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

IN THE MATTER OF PROCLAIMING MAY 9-15, 1993 AS PEACE OFFICERS MEMORIAL WEEK
IN MULTNOMAH COUNTY, OREGON

5/7/93 original to Bart Whalen

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 29 PM 11:20

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Sheriff Bob Skipper um

Or

DEPARTMENT MANAGER ✓

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
May 9-15, 1993 as PEACE OFFICERS)
MEMORIAL WEEK in Multnomah County)

PROCLAMATION
93-160

WHEREAS, the Congress and the President of the United States have designated the week of May 9-15, 1993 as PEACE OFFICERS MEMORIAL WEEK; and

WHEREAS, the members of the Multnomah County Sheriff's Office play an essential role in safeguarding the rights and freedoms of the citizens of Multnomah County; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their Sheriff's Office and that the members of the Sheriff's Office recognize their duty to serve all the citizens of Multnomah County, the State of Oregon and the United States of America; and

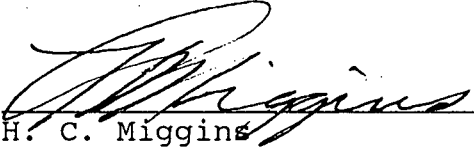
WHEREAS, the Multnomah County Sheriff's Office continues to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

WHEREAS, in the line of duty, these dedicated public employees often place their own safety and well-being in jeopardy; and to those Peace Officers who, through courageous deeds, have lost their lives or have become disabled in the performance of their duties;

NOW, THEREFORE, the Board of County Commissioners of Multnomah County hereby PROCLAIM the week of May 9-15, 1993 as PEACE OFFICERS MEMORIAL WEEK.

PROCLAIMED this 6th day of May, 1993.

MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair



Meeting Date: _____

MAY 06 1993

Agenda No.: _____

R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Civilian Workers Positions

AGENDA REVIEW/
BOARD BRIEFING _____

(date)

REGULAR MEETING May 6, 1993

(date)

DEPARTMENT Sheriff's Office

DIVISION Corrections

CONTACT Larry Aab

TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Capt. Gary Walker and Larry Aab

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVA

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the Matter of a Request for Exemptions from the Hiring Restriction Policy for Civilian Workers to hire one Civilian Equipment Manager, two Warehouse Workers, and one Civilian Property/Commissary/Laundry Manager.

Continued to 5/13/93

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Be Shaffer

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



Multnomah County Sheriff's Office

ROBERT G. SKIPPER
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: HANK MIGGINS, Acting Chair
TANYA COLLIER, Commissioner
DAN SALTZMAN, Commissioner
GARY HANSEN, Commissioner
SHARRON KELLEY, Commissioner

cc: Larry Aab, Fiscal Manager

FROM: BOB SKIPPER *Bob*
Sheriff

DATE: April 30, 1993

SUBJECT: BOARD ITEM FOR 5/6/93 REQUESTING EXEMPTION FROM HIRING
RESTRICTION FOR CIVILIANIZED POSITIONS

On May 6th, the Sheriff's Office is requesting exemption from the hiring restriction for 2 civilianized positions and 1 additional position. This request is based on both recommendation from Public Safety 2000 and direction that was given during the 1993-94 budget process.

One of the two positions that we are currently in the process of converting from a sworn position to a civilian position is the Sergeant, Manager, Property, Commissary/Laundry Unit, Corrections Branch. The other position is the Sergeant, Manager, Equipment Unit, Services Branch. In addition to the two above positions, we have identified the need to hire 2 additional Warehouse Workers in order to complete the conversion.

Our goal is to have this plan implemented by July 1st and have the new employees hired and trained by that time. This will ensure a smooth and orderly transition. Both of this positions are vital to the Sheriff's Office; the manager of the Property/Commissary/Laundry Unit deals directly with Inmate request, coordinates the activities of staff to operate the laundry and commissary; the manager of the Equipment Unit coordinates all of the fleet, repair and maintenance and all purchases for this agency. Attached you will find job descriptions that are more detailed so that you can see that the above mentioned duties are only a few of the necessary and important ones that need to ensure that the Sheriff's Office and County continue to operate in the most efficient and timely manner.

Please do not hesitate to contact Larry, 251-2489, if you would like additional information or have any questions.

Thank you.

EQUIPMENT UNIT ADMINISTRATOR

Exempt/Unclassified

2/93

DEFINITION

To manage and direct functions of the Sheriff's Office Equipment Unit, which serves approximately 700 employees and over 1200 inmates in 6 different facilities; purchase supplies and equipment, forecast expenditures and equipment needs, prepare and administer a budget; store supplies, equipment, property, and evidence; manage a fleet of 200 vehicles; and plan and coordinate the daily work activities of support staff assigned to carry out unit goals and objectives.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from Sheriff's Office management staff.

Exercises supervision over a staff of approximately five to seven (5 - 7) employees, including Warehouse Workers and clerical support staff.

EXAMPLES OF DUTIES

Duties include, but are not limited to, the following:

Acts as maintenance manager for all facilities and repair coordinator for equipment items; coordinates services with vendors, other departments (i.e., Facilities Management), or outside agencies to ensure timely repairs and modifications are made and services are received.

Develops and monitors unit budget; prepares cost estimates; submits justification for purchase requisitions through appropriate channels; monitors and controls expenditures.

Implements unit goals and objectives; answers questions and provides information about unit policies and procedures, rules and regulations; investigates complaints and recommends corrective action as necessary to resolve problems.

Participates in the selection of staff; directs or oversees work of subordinates; evaluates work products, methods, and procedures and works with employees to correct deficiencies; implements disciplinary procedures.

Evaluates operations of assigned responsibility area; makes decisions that ensure the safety and security of staff, inmates and the public; implements improvements and modifications as needed; ensures compliance with Federal, State, and local regulations; develops accommodations to comply with OSHA and ADA regulations.

Examples of Duties (Continued)

Contacts vendors, obtains and checks price quotes, determines product availability, prepares bid specifications and selects bidder most responsive to County needs; evaluates products and estimates quality standards; maintains records of vendors, purchase orders, and bid quotes.

Negotiates prices and contracts with vendors; ensures cost containment; prepares or oversees preparation of purchase orders; ensures all paperwork is completed and items are delivered in a timely manner; supervises receipt of supplies; verifies shipments for accuracy; authorizes payments to vendors upon receipt of billings.

Purchases, delivers, or stores goods, supplies and equipment items for the Law Enforcement and Corrections Divisions of the Sheriff's Office; anticipates and plans for future equipment, material, and supply needs and frequency with which items will be used; assesses purchase expectations or requirements, makes suggestions when appropriate; determines need for and priority of purchases; reviews items being considered for purchase for quality, safety, and value.

Purchases uniforms for 450+ Corrections and Law Enforcement personnel and clothing and linen for 1200+ inmates; arranges for repair of uniforms.

Searches, evaluates, and prices products; selects for purchase uniforms, radios, cellular phones, chemical products, leather and non-leather gear, ammunition, safety devices, raincoats, emergency and safety equipment for a variety of situations, as well as products needed in the custody environment, for inmate welfare, etc.; maintains Materials Safety Data Sheets on all products purchased and utilizes database for product and warranty tracking.

Responsible for department radio communications; evaluates competing radio systems; selects most cost effective products that meet police and corrections needs and safety requirements (includes hand held radios, car radios, and digital terminals); ensures proper radio coverage to all vehicles and physical locations; arranges for repair of non-functional radio units.

Acts as damage/loss control agent; evaluates losses and their causes; makes recommendations to change policies/procedures.

Acts as logistical back-up for Incident Command System; maintains Hazardous Communications Plan; participates in project planning, such as Video Imaging.

Maintains inventory control system including function of items purchased, location of delivery, and approximate useful life; includes implementation of a variety of computer tracking systems and research on purchase and implementation of a bar-coding system.

Examples of Duties (Continued)

Assists with planning installation and/or installs equipment, furnishings, etc. (i.e., FAX machines, lockers, desks, Herman Miller wall units, etc.); supervises customized work construction to ensure that it meets facility, OSHA, and ADA requirements.

Performs yearly accounting and tracking of all County-owned equipment; ensures equipment has been properly identified and labeled.

Manages, supplies, and equips fleet of approximately 200 vehicles - police and undercover cars, transport vans and buses, motorcycles, supply vehicles, off-road vehicles, search and rescue units, mobile command post units, etc.; oversees routine maintenance or arranges for maintenance of fleet; ensures proper operation of equipment and replacement of worn parts; oversees appearance of vehicles so they meet agency and public expectations; oversees delivery of vehicles to County shops and incident locations; schedules down times for vehicle repair and maintenance.

Determines yearly, based upon needs, what equipment should be purchased and installed in police vehicles (i.e., reviews engine and brake systems, tire types, performance specifications and handling characteristics, light bars, radios, etc.); researches and field tests a variety of competitive vehicles and products prior to purchase or installation.

Oversees the utilization of storage facilities and their contents; utilizes space allocation to maximum benefit to store office supplies, bulk and surplus equipment, evidence property, etc.; ensures that stored items are available and easily accessible for use (or movement) in day to day facility operations; allocates space resources fairly among competing units; plans for future space requirements including remodeling or new locations.

Oversees the identification, labeling, storage, and/or disposal of found, evidence, or seized property; requires knowledge of correct procedures to follow for security, storage, and disposal of some items; fields questions from law enforcement personnel about storage policies/procedures and acts as witness in court situations when legal questions arise.

Acts as backup property control clerk - i.e., responsible on/off duty to respond to police calls for assistance with identification and storage of found, evidence, or seized property items.

Collects and submits requests for form and sign printing to County print shop; controls distribution of forms; reviews new form requests to avoid duplication of existing forms; makes suggestions regarding form use when appropriate.

QUALIFICATIONS

Knowledge of:

Principles, practices, and procedures related to the acquisition of goods, supplies, and services.

Principles, practices, and procedures of supervision, training, and performance evaluation.

Principles, practices, and procedures of Incident Command System set-up and operations.

Investigative techniques for gathering, evaluating, and conveying information to others.

Budgeting and accounting procedures and techniques.

Methods and techniques of negotiation, bid proposals, and contract administration.

Methods and techniques of warehousing, storekeeping, and inventory control; including receipt and storage of specific kinds of equipment, supplies, and property in corrections and law enforcement facilities.

Laws, policies, and procedures as they relate to safety and security of employees, inmates, and the public.

Methods and techniques of loss control and occupational safety/health.

Record-keeping and use of computerized file systems.

Federal, State, and local laws, codes, and regulations governing areas of assigned responsibility.

Building systems and basic maintenance concepts and procedures.

Proper safety practices and procedures related to the operation and maintenance of equipment and a vehicle fleet.

Division goals, values, policies, and procedures.

Ability to:

Understand the organization and structure of the Sheriff's Office, its facilities, and its relationships with outside agencies and the public.

Supervise the organization, stocking, and distribution of equipment and supplies; select and request purchase of materials and supplies; maintain accurate inventory control system.

Interpret and apply Federal, State, and local policies, procedures, laws, and regulations.

Ability to (Continued):

Maximize resources and make sound decisions by collecting, compiling, and analyzing information and data.

Perform strenuous physical activity.

Establish an effective means of evaluating performance of products and systems.

Identify, price, and secure goods, supplies, equipment, and services.

Develop and administer tracking and accounting systems; understand computer equipment and software.

Perform as loss control agent; recommend and implement loss prevention policies and procedures.

Respond to requests and inquiries of management, employees, and the public.

Communicate clearly and concisely orally and in writing; prepare clear and concise reports.

Organize and prioritize the work of subordinate staff; supervise, train, and evaluate staff; deal constructively with conflict and resolution of issues.

Establish cooperative working relationships with those contacted in the course of work.

Evaluate space and equipment needs; prioritize a variety of staff needs and be sensitive to those needs.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years of increasingly responsible warehouse, purchasing, inventory, and/or fleet maintenance experience, including two years of supervisory experience. Additional electronics, engineering, risk management, accounting, or computer science experience is desirable.

AND

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in business administration, accounting, economics, public administration, or a related field. Additional law enforcement or corrections experience is highly desirable.

AND

License:

Possession of, or ability to obtain, an appropriate and valid driver's license.

PROPERTY/COMMISSARY/LAUNDRY UNIT ADMINISTRATOR

Exempt/Unclassified

2/93

DEFINITION

To plan, organize, and supervise the activities of the Property, Commissary, and Laundry Units of the Sheriff's Office, which are 24 hour, 7 day a week, multi-location operations; and to coordinate activities with other staff in the agency.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from Sheriff's Office management staff.

Exercises supervision over a staff of approximately fifteen to twenty (15 - 20) employees, including a Laundry Supervisor, Warehouse Workers, and clerical/accounting support staff.

EXAMPLES OF DUTIES

Duties include, but are not limited to, the following:

Manages, directs, and organizes the work activities of the Property, Commissary, and Laundry facilities, which are 24 hour, seven day a week, multi-location operations; ensures each function operates efficiently, in a safe and healthy manner.

Implements unit goals and objectives; recommends, implements, and administers policies and procedures.

Directs and oversees work plans; assigns work activities, projects and programs; reviews and evaluates work products, methods and procedures; acts as back up worker during personnel shortages if additional help is needed.

Prepares the unit budget; forecasts funds needed for materials, supplies, equipment, etc.; administers the approved budget; monitors and controls expenditures.

Reviews and analyzes policy and procedural problems; investigates complaints and advises others regarding policy and procedure; institutes corrective action to resolve problems.

Participates in the selection of staff; assigns, supervises, and evaluates the work of subordinates; works with employees to correct deficiencies; implements disciplinary procedures.

Oversees the identification, labeling, and storage of property, disposal of contraband, and deposit and receipt of monies for inmates incarcerated in county facilities, as well as release of inmate property when inmates are transferred to other facilities or released from custody.

Examples of Duties (Continued)

Oversees the ordering, purchasing, storing, and selling of commissary items to inmates of Multnomah County Correctional facilities; researches requests for new commissary items to ensure the items won't compromise facility or inmate safety and security; contacts vendors, obtains price quotes, and authorizes payment for billings received.

Oversees reconciliation of inmate accounts and the inmate welfare fund.

Oversees inventory control and computerized accounting systems, daily cash deposits, filing systems, etc.

Oversees operation of the laundry facility and disbursement of clean clothing and linens to each facility; reviews and works with the Equipment Unit to order new clothing and linens when appropriate.

QUALIFICATIONS

Knowledge of:

Principles, practices, and procedures related to the acquisition of goods, supplies, and services.

Principles, practices, and procedures of supervision, training, and performance evaluation.

Budgeting and accounting procedures and techniques, including cash management.

Methods and techniques of storekeeping and inventory control.

Modern office procedures and methods.

Record-keeping and use of computerized file systems.

Federal, State, and local laws, codes, and regulations governing areas of assigned responsibility.

Proper safety practices and procedures related to the operation of laundry and other equipment.

Division goals, values, policies, and procedures.

Ability to:

Understand the organization and structure of the Sheriff's Office, its facilities, and its relationships with inmates, outside agencies, and the public.

Supervise the organization, stocking, and distribution of commissary supplies and laundry; oversee the selection and purchase of commissary and laundry supplies; maintain accurate inventory control system.

Interpret and apply Federal, State, and local policies, procedures, laws, and regulations.

Oversee accounting and inventory control systems; understand computer equipment and software.

Respond to requests and inquiries of management, employees, and the public.

Communicate clearly and concisely orally and in writing; prepare clear and concise reports.

Organize and prioritize the work of subordinate staff; supervise, train, and evaluate staff; deal constructively with conflict and resolution of issues.

Establish cooperative working relationships with those contacted in the course of work.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Four years of increasingly responsible warehouse, purchasing, or inventory control experience, including two years of supervisory experience. Additional management, accounting, or computer science experience is desirable.

AND

Training:

Equivalent to an Associate of Arts degree from an accredited college or university with major coursework in business administration, accounting, economics, public administration, or a related field. Additional law enforcement or corrections experience is highly desirable.

AND

License:

Possession of, or ability to obtain, an appropriate and valid driver's license.

BUDGET MODIFICATION NO. 2020 + 13

(For Clerk's Use) Meeting Date MAY 06 1993

Agenda No. R-7

REQUEST FOR PLACEMENT ON THE AGENDA FOR May 4, 1993
(Date)

DEPARTMENT Sheriff's Office

DIVISION Enforcement Branch

CONTACT Larry Aab

TELEPHONE 251-2489

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget modification requesting authorization to reclassify a Sheriff's Office Technician Supervisor Position to a Sheriff's Operations Administrator

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclassify a Sheriff's Office Technician Supervisor Position to a Sheriff's Operations Administrator effective 3/21/92. This position is budgeted in the Law Enforcement Records Unit. Funding for the reclass has been identified in the unit's overtime line item.

CLERK OF
COURT
MULTNOMAH COUNTY
OREGON
1533 APR 27 PM 12:33

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of _____) \$ _____
(Date) After this modification \$ _____

Originated By	Date	Department Manager	Date
		<u>B. Shaffer, Jr.</u>	<u>4/16/93</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>J. Mack Campbell</u>	<u>4-22-93</u>	<u>Shirlee Robertson</u>	<u>4-22-93</u>
Board Approval			Date
<u>Deborah C. Souster</u>			<u>5/6/93</u>

TRANSACTION EB [1]

GM [] TRANSACTION DATE.

ACCOUNTING PERIOD

BUDGET FY.

[illegible]

244;

TOTAL EXPENDITURE CHANGE

TRANSACTION RB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY.

[illegible]

244

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. _____

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

[illegible]

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	Delete Sheriff's Office Technician Supervisor	(28,375)	(7,667)	(6,907)	(42,949)
1	Add 1 Sheriff's Operations Administrator	31,651	8,552	7,317	47,520
	Add funding for reclass effective in 1991-92 fiscal year	120	32	7	159
Overtime	Reduce	(3,588)	(969)	(173)	(4,730)
	Total	(192)	(52)	244	0
		(192)	(52)	244	0

Meeting Date: MAY 06 1993Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)SUBJECT: Intergovernmental Agreement between The Multnomah County Sheriff's
Office and The Board of Parole & Post-Prison Supervision
AGENDA REVIEW/ REGULAR MEETING April 29, 1993
BOARD BRIEFING (date) (date)DEPARTMENT Sheriff's Office DIVISION CorrectionsCONTACT Larry Aab TELEPHONE 251-2489PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY☐ POLICY DIRECTION☒ APPROVALESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

IGA between Multnomah County Sheriff's Office and The Board of Parole and Post-Prison Supervision. This agreement allows for the utilization of jail, Restitution Center, and the Intensive Supervision Program as possible local parole violation sanctions. No financial considerations are involved in the agreement.

5/1/93 originals to Bill Wood

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Bob Skipper

Or

DEPARTMENT MANAGER _____

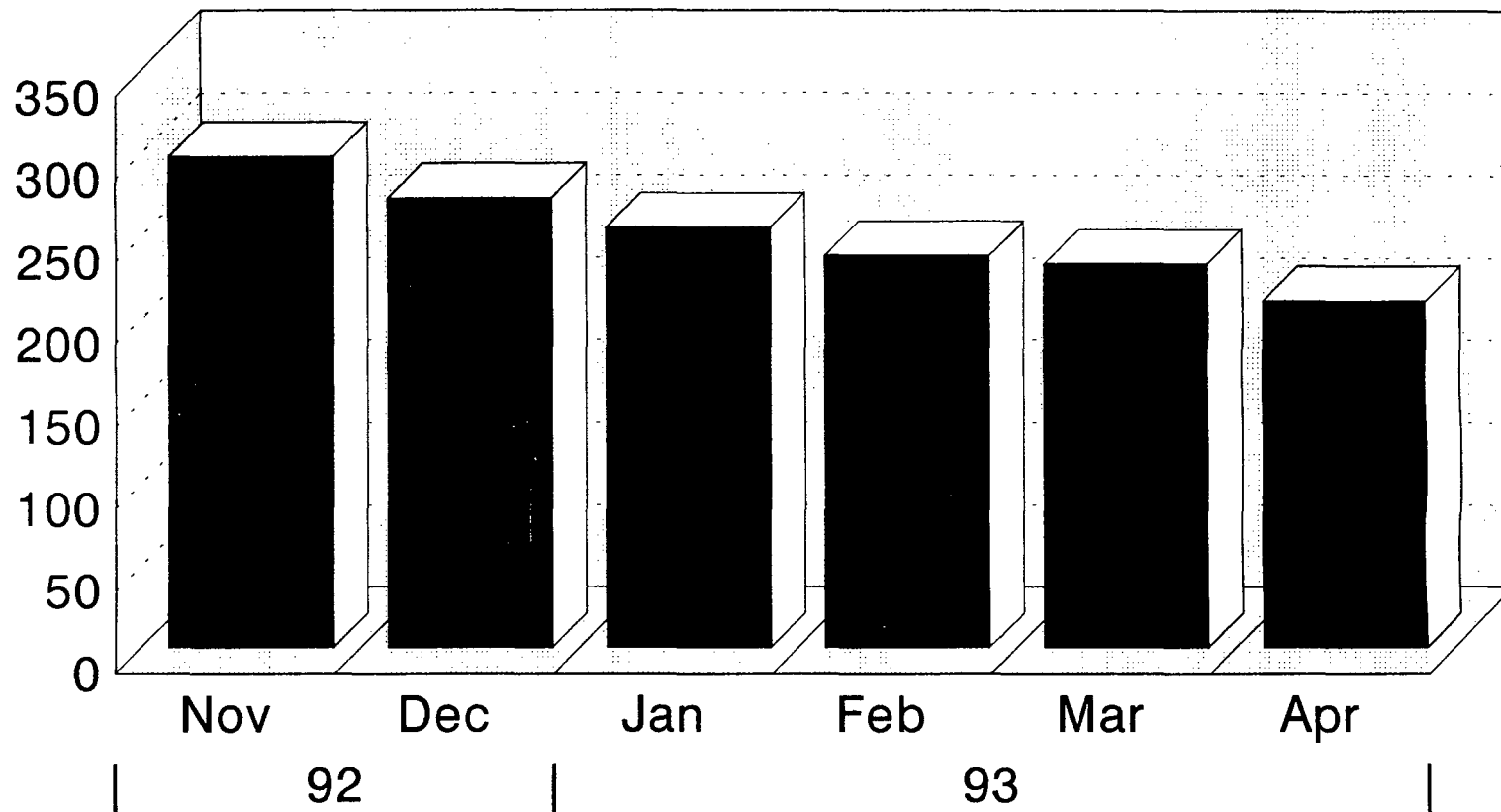
(All accompanying documents must have required signatures)

1
BOARD OF
COUNTY COMMISSIONERS
1993 APR 27 PM 12:33
MULTNOMAH COUNTY
OREGON

Bill Wood Submittal
R-8 5/4/93

Parole Violators in Custody

Multnomah County Jails



Inmates	298	273	255	238	233	211
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Nov. 92- April 93



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800064

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</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>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-8</u> DATE <u>5/6/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
---	---	--

Department Sheriff's Office Division Corrections Date April 1, 1993

Contract Originator Bill Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Allows for the utilization of jail, Restitution Center, and the Intensive Supervision Program as possible local parole violation sanctions. No financial considerations are involved in the agreement.

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

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

Contractor Name Board of Parole and Post-Prison Supervision

Mailing Address Vern L. Faatz, Chair 2575 Center Street, NE, Salem, OR 97310

Phone 378-2334

Employer ID # or SS # N/A

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ None

Amount of Amendment \$ _____

Total Amount of Agreement \$ None

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration (Class I, Class II contracts only) _____

Remittance Address (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ N/A ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ N/A

Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 4-21-93

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	Not	applicable										
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

INTERGOVERNMENTAL AGREEMENT
between the
BOARD OF PAROLE AND POST-PRISON SUPERVISION
and the
MULTNOMAH COUNTY SHERIFF'S OFFICE

Sanction/Intervention Guidelines

This agreement, made and entered into by Board of Parole and Post-Prison Supervision, hereinafter referred to as Board, and Multnomah County, a home rule subdivision of the State of Oregon through the Multnomah County Sheriff's office, hereinafter referred to as the Sheriff's Office, deals with the establishment of jail, Restitution Center, and the Intensive Supervision Program as local sanctions for violation of post-prison supervision. The following provisions shall comprise this agreement.

I. RECITATION

- A. The Board is sanctioned by the State of Oregon to establish conditions of parole and post-prison supervision, review performance, and to consider violations of supervision.
- B. The Sheriff's Office maintains a number of local correctional sanctions under the supervision of the Sheriff.
- C. ORS Chapter 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and into that end declares that the provisions of ORS 190.003 to 190.110 shall be literally construed.

II. AUTHORITY

ORS 144.106 provides "the supervisory authority shall use a continuum of administrative sanctions for violations of post-prison supervision." The Board must approve modification of or additions to the conditions of supervision. The Board must approve any other community service work, house arrest, electronic surveillance, restitution centers, work release centers, day centers or other local sanctions established by agreement between the Board and the supervisory authority.

ORS 144.343 provides that the Board may delegate to the hearings officer the authority to order sanctions as provided in ORS 144.106 and to continue a violator on parole or post-prison supervision with the same or modified conditions.

PAGE 2

III. **PURPOSE**

To establish the terms of agreement between the Board and the Sheriff's Office regarding implementation of Sanction/Intervention Guidelines for parole and post-prison supervision violations.

IV. **UNDERSTANDING**

It is understood that the Multnomah County Department of Community Corrections will use a continuum of administrative sanctions for post-prison supervision violations. Local jail may be one of these sanctions. Local jail would only be utilized when justified by the individual case and where lesser sanctions would not be sufficient for the violation involved.

It is the understanding of the Sheriff's Office that the utilization of local sanctions, including jail, will not increase the actual use of jail space by persons alleged to have violated their parole or post-prison supervision conditions.

V. **AGREEMENT**

The Multnomah County Department of Community Corrections, with the approval of the Board, may utilize a continuum of local sanctions, governed by Intervention/Sanction Guidelines, in the supervision of parole and post-prison supervision violators.

The Sheriff's Office agrees to allow the use of local jails as a sanction within the continuum of sanctions available for violations of parole and post-prison supervision. The length of the jail sanction shall not exceed 30 days for each violation incident.

Persons accepted into local jail as a sanction shall be given a matrix score and shall be eligible for population release from custody if necessary, as authorized and required by the Consent Agreement - Jordan v. Multnomah County - U.S. District Court Civil No. 80-841-RE. The Sheriff's Office shall send the Board a copy of the matrix rules and shall notify the Board by teletype of the release of any offender on parole or post-prison supervision who is released due to the population limit.

The Sheriff's Office agrees to consider, on a case by case basis, referrals to the Restitution Center and the Intensive Supervision Program. The violator must be accepted by the program prior to the use of the sanction.

VI. **INDEMNIFICATION**

Offenders shall be subject to the continuum of intermediate sanctions and services of the Sheriff's Office without charge to the Board.

PAGE 3

The Sheriff's Office shall maintain adequate insurance or self insurance for the protection of offenders and the public in case of injuries occurring while an offender is in the custody of the Sheriff or engaged in community service work or work crew and shall provide documentation evidencing the insurance to the Board.

Subject to the regulations of the Oregon Constitution and Statutes, the Sheriff's Office and Board each shall be solely responsible for any loss or injury caused to third parties arising from its own negligent acts or omissions in the performance of responsibilities under this agreement and each shall defend, hold harmless, and indemnify the other party to this agreement, within the limits of the Oregon Tort Claims Act, with respect to any claim, litigation, or liability arising from its own negligent acts or omissions in the performance of its responsibilities under this agreement.

VII. AGREEMENT TERM AND TERMINATION

This agreement shall be effective from July 1, 1993 through and including June 30, 1994, and is subject to renewal.

This agreement may be terminated prior to the expiration of the agreed upon terms:

- By mutual consent of the parties; or,
- Either party may unilaterally terminate this agreement on one month's written notice.

APPROVALS

 VERN L. FAATZ, Chairperson
 Oregon Board of Parole and
 Post-Prison Supervision

 ROBERT G. SKIPPER, Sheriff
 Multnomah County

Date: _____

Date: _____

Reviewed by: LARRY KRESSEL, County Counsel for Multnomah County, Oregon

By: _____

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-8 DATE 5/6/93
DEB BOGSTAD
 BOARD CLERK

BUDGET MODIFICATION NO. DES #27

(For Clerk's Use) Meeting Date MAY 06 1993
Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT DES

DIVISION ISD

CONTACT JIM MUNZ

TELEPHONE 248-3749

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

JIM MUNZ

SUGGESTED

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

REQUEST FOR AN EXCEPTION TO THE VACANT POSITION DELETION POLICY AND HIRING FREEZE FOR
1.0 FTE TELECOMMUNICATIONS OFFICE SPECIALIST IN THE INFORMATION SERVICES DIVISION.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

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

THE DIVISION REQUESTS FILLING THE VACANT POSITION OF TELECOMMUNICATIONS OFFICE SPECIALIST
ACCORDING TO ~~RESOLUTION~~ NO. 93-24 THIS BUDGET MODIFICATION CUTS THIS POSITION EFFECTIVE
APRIL 10, 1993.

BOARD OF
COUNTY COMMISSIONERS
1993 APR 28 AM 11:22
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)
(Specify Fund) (Date)

\$ _____

After this modification

\$ _____

Originated By _____ Date _____

Department Director _____ Date _____

Finance/Budget _____ Date _____

Employee Relations _____ Date _____

Board Approval _____

W. BORAH C. BOGUSTO

Date _____

5/6/93

EXPENDITURE
TRANSACTION EB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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402 030 7990

5100

(6,611)

402 030 7990

5500

(578)

402 030 7990

5500

(1,124)

TOTAL EXPENDITURE CHANGE

(8,313)

TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB []

GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
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TOTAL REVENUE CHANGE

TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DES #27

5. <u>ANNUALIZED PERSONNEL CHANGES</u> (Compute on a full year basis even though this action affects only a part of the fiscal year.)					
FTE Increase (Decrease)		Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1	TELECOMMUNICATIONS OFFICE SPECIALIST	(27,478)	(7,452)	(5,038)	(39,968)
	TOTAL CHANGE (ANNUALIZED)				

6. <u>CURRENT YEAR PERSONNEL DOLLAR CHANGES</u> (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)					
Permanent Positions, Temporary, Overtime, or Premium		Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
FULL TIME	ELIMINATE POSITION FOR REMAINDER OF FISCAL YEAR	(6,611)	(1,124)	(578)	(8,313)



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Hank Miggins, Acting Chair
Gary Hansen, Liaison Commissioner

FROM: Curtis Smith, Employee Services Manager

DATE: April 28, 1993

SUBJECT: Recommendation of Vacant Position Committee, Fourth Session

RECEIVED

APR 28 1993

GLADYS MCCOY
MULTNOMAH COUNTY CHAIR

The Vacant Position Committee met yesterday in accordance with BCC Order 93-5 as amended. The committee unanimously recommended the two actions listed below.

1. Regarding DES Budget Modification #27, the committee recommends filling one vacant Telecommunications Office Specialist in the Information Services Division.
2. Regarding DES Budget Modification #28, the committee recommends filling one vacant Community Information Specialist position in the Animal Control Division.

N:\DATA\WPCENTER\LBSC010



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Hank Miggins
Acting Chair

April 16, 1993

Date

RECEIVED

FROM: Betsy Williams, Director
DES

APR 19 1993

HCM-

SUBJECT: Request to Fill Positions

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Attached are two requests, with accompanying budget modifications, to fill vacant positions.

The first request is for a **Telecommunications Office Specialist** position in the Telecommunications section of the **Information Services Division**. This position was recently vacated by an employee who failed to complete her probationary period.

The second request is for a **Communications Information Specialist** position in our **Animal Control Division**. The division has held this position vacant most of the fiscal year, in order to accrue salary savings to offset the County's revenue shortfall. However, this position is **critical** to the success of our up-coming **door-to-door canvassing project**, a significant **revenue generator** for the Animal Control program. That project will be gearing up soon, and this position must be recruited, hired, and trained prior to the project implementation.

Please forward these requests for placement on the agenda of the next meeting of the **Vacant Position Committee**. Thank you for your prompt attention to this matter.

cc: Curtis Smith, Director/Employee Services Division

BUDGET MODIFICATION NO. DES #28

(For Clerk's Use) Meeting Date MAY 06 1993

Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA FOR April 29, 1993

(Date)

DEPARTMENT DES

DIVISION Animal Control

CONTACT Mike Oswald

TELEPHONE x4056

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Mike Oswald

SUGGESTED

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

Deletion of vacant Community information Specialist position in the Animal Control Division.

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it create? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This Budget Modification deletes the Vacant Community Information Specialist in the Animal Control Division. This action will reduce the Animal Control Budget by \$28,306 for FY 92/93.

Budget Note: This budget modification is a request to fill the position under the terms of Resolution 93-20. *Smc*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 28 AM 11:22

REVENUE IMPACT (Explain revenues being changed and the reason for the change)

No revenue impact in FY 92/93. However, \$250,000 in new revenues are based upon this position being fully staffed and active in FY 93/94. Revenues for FY 93/94 would need to be reduced accordingly if the position is deleted.

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)

\$ _____

(Specify Fund)

(Date)

After this modification

\$ _____

Originated By

Date

Department Manager

Date

BH. Williams

4/16/93

Budget Analyst

Date

Personnel Analyst

Date

Shawn Melandrew

4/19/93

Donald H. Hunkley

4/19/93

Board Approval

Date

Deborah C. Coates

5/6/93

EXPENDITURE TRANSACTION REPORT
 TRANSACTION REPORT [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 92/93

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	030	5800			5100			(19,293)	< 6,431 >	Permanent
		100	030	5800			5500			(5,197)	< 1,133 >	Fringe
		100	030	5800			5550			(3,816)	< 1,272 >	Insurance Benefits
											< 9,436 >	
TOTAL EXPENDITURE CHANGE										(28,306)		TOTAL EXPENDITURE CHANGE

EXPENDITURE TRANSACTION REPORT [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 92/93

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
TOTAL REVENUE CHANGE										0		TOTAL REVENUE CHANGE

PERSONNEL DETAIL FOR BUD MOD NO. DES #28

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
1.0	Community Information Specialist	25,724	6,930	5,088	37,742
	TOTAL CHANGE (ANNUALIZED)	25,724	6,930	5,088	37,742

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
0.75 FTE	Position unfilled for nine (9) months	(19,293)	(5,197)	(3,816)	(28,306)
	Renewal of 1992-93	6,431	1,733	1,272	9,436



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Hank Miggins, Acting Chair
Gary Hansen, Liaison Commissioner

FROM: Curtis Smith, Employee Services Manager

DATE: April 28, 1993

SUBJECT: Recommendation of Vacant Position Committee, Fourth Session

RECEIVED

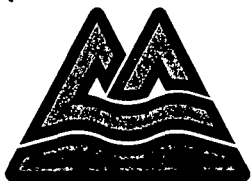
APR 28 1993

GLADYS MCCOY
MULTNOMAH COUNTY CHAIR

The Vacant Position Committee met yesterday in accordance with BCC Order 93-5 as amended. The committee unanimously recommended the two actions listed below.

1. Regarding DES Budget Modification #27, the committee recommends filling one vacant Telecommunications Office Specialist in the Information Services Division.
2. Regarding DES Budget Modification #28, the committee recommends filling one vacant Community Information Specialist position in the Animal Control Division.

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MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
INFORMATION SERVICES DIVISION
4747 EAST BURNSIDE
PORTLAND, OREGON 97215
(503) 248-3749

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

M E M O R A N D U M

TO: Betsy Williams, Director
Department of Environmental Services

FROM: Jim Munz, Manager
Information Services Division

SUBJECT: Vacant Position - Telecommunications Section

DATE: April 16, 1993

I am requesting approval to fill a vacancy in the Telecommunications section for a Telecommunications Office Specialist. This vacancy exists due to the termination of a probationary employee.

If we leave this position vacant, it will not allow us to complete most of the major projects in our current work plan. In several areas, these projects include items that would keep us in compliance with purchasing or federal regulations. For example:

- our pager and long distance contracts need to be re-bid.
- we need to ensure that our office and payphones comply with the provisions of the Americans with Disabilities act, particularly in the area of hearing impaired individuals.
- we have scheduled and budgeted to upgrade the remaining county offices to provide voice mail services, an extremely popular service with offices attempting to operate within tight budget constraints.

One of the more visible projects impacted would be the changes requested to the phone service at the Department of Community Corrections. Depending on their finalized plans, we would be installing 1 or 2 new PBX's to provide the phone services they need. Another project at risk would be implementing the service changes that may be approved for the libraries, such as "900" service for the reference line, to charge callers for this service.

We are presently contracting out most of the effort required to keep the current projects on schedule, at a cost of \$50/hour. We could continue to contract some of the work done by this section for the rest of this fiscal year but this places a financial burden on the telecommunication budget. In addition to the high costs, the County's network is quite unique. This makes it difficult to bring in a contractor that can be as effective as our own employee.

Our highest priority is to provide a high level of service to our current user base, and to protect our substantial investment in equipment and software. In addition to the high level of move and change activity on the telephone network, we continue to see significant growth in the services the telecommunications section offers, such as voice mail, cellular, and data wiring for LAN. We need to staff appropriately to be able to respond to these requests. The alternative is to allow offices to acquire some of these services on their own, at a significant cost to the county both in real dollars and efficient use of staff.

The telecommunications office operates in a very cost effective manner. It would be in the County's best interest to see that they have the staffing to continue.

Your approval to begin the process to fill this position would be greatly appreciated.

cc: Brian Fowles

BUDGET MODIFICATION NO.

DES #29

(For Clerk's Use) Meeting Date MAY 06 1993

Agenda No. R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Environmental ServicesDIVISION ParksCONTACT Shaun Coldwell/Charles Ciecko

TELEPHONE _____

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Transfers \$10,000 from Capital to Materials & Services to properly budget contribution to Hampton Old Growth.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

The \$10,000 currently budgeted in Land for this purpose should be transferred to the County Supplements object code within the Natural Areas Acquisition Fund.

This action requires formal Board action according to Oregon Budget Law.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

1993 APR 27 PM 12:30
CLERK OF COUNTY
OREGON

Shaun Coldwell 4/24/93 BH Willian 4/22/93
Wendy C. Bogstad 5/6/93

DES #29

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUS CHANGES										0		

MAY 06 1993

DATE SUBMITTED _____

(For Clerk's Use)

Agenda No. R-12

REQUEST FOR HEARING

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

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Subject property was deeded to Multnomah County on October 26, 1992 by the Tax Collector.

Attached is a letter dated March 18, 1993 from the former owners, John & Eleanor Van Ausdell, requesting to repurchase this owner occupied tax foreclosed property located at 3116 SE 157th Ave (Enclosure 1)

MC Ordinance 560 provides for repurchase by former owners for up to 90 days from the date of notice from the County. Certified 90 day Notice was sent to & accepted on November 14, 1992 by owner of record, John & Eleanor Van Ausdell stating that February 15, 1993 was last allowable day to repurchase. (Enclosure 2) .

A Notice to the occupant\owner to vacate our property by March 19, 1993 was sent Certified and accepted on March 13, 1993. (Enclosure 3)

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

TABLED

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] BH Wallis

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management [Signature]

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:04
MULTNOMAH COUNTY
OREGON

March 18,1993

Laurence C. Baxter
Manager, Tax Title

Dear MR. Baxter, could you please with the problem of my home located at 3116 SE 157 th.

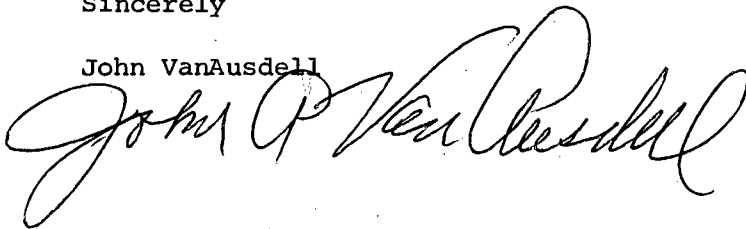
Because of a lack of communication and understanding, I did not realize what was happening.

I am now prepared to sell my home, and pay all taxes due, plus any interest and penalties.

If this is not satisfactory I will get a personal loan and pay immediately.

Sincerely

John VanAusdell

A handwritten signature in cursive script, reading "John P. VanAusdell". The signature is written in dark ink and is positioned below the typed name "John VanAusdell".

November 13, 1992

JOHN A. & ELEANOR E VAN AUSDELL
3116 SE 157TH AVE
PORTLAND, OR 97236-2156

RE: LAUREL AC
LOT 18 TL 5700
3116 SE 157TH AVE

47780-2450

Multnomah County received a deed to the above property on November 9, 1992 as a result of foreclosure of delinquent taxes. Multnomah County now owns this property. Our records indicate that you were the former owner(s) of record.

Former record owners or contract purchasers may buy the property from the County on contract by meeting all of the following standards:

This property must be your primary residence or primary place of business; and

This property and any other property of yours in Multnomah County has not previously been foreclosed for nonpayment of taxes; and

You have not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and

You must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS. 275.190. A down payment of 10% of the full purchase price will be required.

Please call Beverly or Gwen of this office at 248-3590 within the next 30 days for instructions if you intend to buy this property.

If you do not purchase the property we will expect you to vacate the property no later than February 15, 1993 and the property will be disposed of as the Board of County Commissioners directs and, if sold all proceeds distributed to the various taxing districts in the county.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit

CERTIFIED MAIL P905-209-180

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

JOHN A. & ELEANOR E. VAN AUDELL
3116 SE 157TH AVE
PORTLAND, OR 97236-2156

4a. Article Number

P905-209-180

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

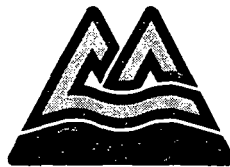
11-14-92

5. Signature (Addressee)**6. Signature (Agent)****8. Addressee's Address (Only if requested and fee is paid)**

MULTNOMAH COUNTY OREGON

File

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

March 12, 1993

Occupant
3116 SE 157th Ave
Portland, Oregon 97236-2156

Re: Real Property located at 3116 SE 157th Ave (47780-2450)

Multnomah County is the new owner of the above real property by virtue of a deed dated October 26, 1992 (A9007-04293). You have no agreement with Multnomah County to occupy the above property and you have no lawful right to be there.

You are hereby ordered to **VACATE** our property located at the above address.

You must **REMOVE** yourself and all your personal property and vehicles from our premises no later than 5PM Friday March 19, 1993.

If you have any questions, call me at 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title

CERTIFIED P905 209 340

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

OCCUPANT
3116 SE 157TH AVE
PORTLAND OR 97236-2156

4a. Article Number

905-209-340

4b. Service Type

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

3-13-93

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

DATE SUBMITTED _____

(For Clerk's Use)
Agenda No. R-13

MAY 06 1993

REQUEST FOR HEARING

SUBJECT: Request for Exception to Ordinance 560

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

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

Subject property located at 6115 SE 93rd Ave was deeded to Multnomah County on October 26, 1992 by the Tax Collector. Former owner was Great American Investment Co.

Attached is a letter dated March 30 and received April 7, 1993 from the current occupant, Arlan Ray Blair, requesting an extension of several months before he must vacate. (Enclosure 1)

MC Ordinance 560 provides for repurchase by former owners for up to 90 days from the date of notice from the County. Certified 90 day Notice was sent to & accepted on November 16, 1992 by owner of record, Great American Investment Co. by Robert Morrow, Trustee's office that February 15, 1993 was last allowable day to repurchase by the former owner. (Enclosure 2) .

DENIED

A Notice to the occupant to vacate our property by March 19, 1993 was sent Certified and accepted on March 13, 1993. (Enclosure 3)

A Second Notice was sent extending the deadline to April 15, 1993 (Enclosure 4)

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

[X] Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: [Signature] BH Willia

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: [Signature] Facilities & Property Management [Signature]

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR 19 AM 9:05
MULTNOMAH COUNTY
OREGON

ARLAN RAY BLAIR
6115 SE. 93rd
Portland, Oregon
97266

3-30-93

To Whom it may concern:

I am very worried for my family. 3-12-93 I received an eviction of 7 days from Multnomah County. Biffled?! I called Mr. Boxter of Multnomah County and his reply was being how this was my first notice of what had happened (whatever that might be) he would send me a 30 day notice to evict our premises.

Since I have received such notice, I have been looking for a new residence, however all I find is too expensive and I beg! for more time in order to save enough funds to re-locate. You see my wife and I have been renting here for the last three years for ~~\$355.00~~ ^{\$355.00} or ^{late fee} per month. We now have a 5 yr old boy 4 yr old girl and a 15 month old baby girl it is a 3 bedroom home and room enough.

P.S. estimate 4 months or longer, possibly 6 months
to save \$1,300.00 need \$1800.00 to move.
possibly a 2 or 3 bedroom -
thank you
for the sake of my family, please give me an extension or rent.

Everything I have looked
at or heard about 2 or 3 bedrooms
have been over \$500.00 per month +
1st, last, deposits - which exceeds \$1,000.00
I would have to hire or help or pay
it haul big dollars to move me + my
family due to my back surgery.

I'm only bringing home \$1200.00
per month, it is our only income
source and we're barely making
ends meet now with our car insurance
which alone is 105. per month almost
\$100. per month gas bill \$50.00 per month Elec. bill,
ect... in essence; once again,

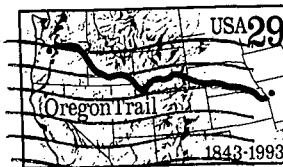
I truly beg for more time
to relocate or possibly you
could rent premises to me?

You see I'm a maintenance 12 yrs, experience
worker + carpenter 8 yrs experience 72-80' onion 24 yrs.
-80-93' experience

I know plumbing trade, electrical,
painters etc.... With proper
attention + funds I could make
your property here raise in value.

I wait for your reply; Sincerely, Alan Blair

Arlan R. Blair
6115 S.E. 93rd
Portland, Ore.
97266



Mr. Baxter
2505 S.E. 11th
Portland, Oregon
97202

Attention Tax Title

November 13, 1992

GREAT AMERICAN INVESTMENT CO TO ROBERT K MORROW
PO BOX 1328
PORTLAND, OR 97207-1328

RE: TOWN OF LENT
LOT 4, BLOCK 4
6115 SE 93RD AVE

83910-1150

Multnomah County received a deed to the above property on November 9, 1992 as a result of foreclosure of delinquent taxes. Multnomah County now owns this property. Our records indicate that you were the former owner(s) of record.

Former record owners or contract purchasers may buy the property from the County on contract by meeting all of the following standards:

This property must be your primary residence or primary place of business; and

This property and any other property of yours in Multnomah County has not previously been foreclosed for nonpayment of taxes; and

You have not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and

You must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS. 275.190. A down payment of 10% of the full purchase price will be required.

Please call Beverly or Gwen of this office at 248-3590 within the next 30 days for instructions if you intend to buy this property.

If you do not purchase the property we will expect you to vacate the property no later than February 15, 1993 and the property will be disposed of as the Board of County Commissioners directs and, if sold all proceeds distributed to the various taxing districts in the county.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit

CERTIFIED MAIL P905-209-230

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

Consult postmaster for fee.

PS Form 3811, November 1990 WUS GPO: 1991-287-006 DOMESTIC RETURN RECEIPT

MULTNOMAH COUNTY OREGON

File

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

March 12, 1993

Occupant
6115 SE 93rd Ave
Portland, Oregon 97266

Re: Real Property located at 6115 SE 93rd Ave (83910-1150)

Multnomah County is the new owner of the above real property by virtue of a deed dated October 26, 1992 (A9007-04293). You have no agreement with Multnomah County to occupy the above property and you have no lawful right to be there.

You are hereby ordered to **VACATE** our property located at the above address.

You must **REMOVE** yourself and all your personal property and vehicles from our premises no later than 5PM Friday March 19, 1993.

If you have any questions, call me at 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title

CERTIFIED P905 209 339

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

OCCUPANT
6115 SE 93TH AVE
PORTLAND OR 97266

4a. Article Number

8 905209-339

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

3/13

5. Signature (Addressee)

Bonnie Blair

8. Addressee's Address (Only if requested and fee is paid)**6. Signature (Agent)**

MULTNOMAH COUNTY OREGON

File

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

March 15, 1993

Occupant/Arlen Blair
3116 SE 157th Ave
Portland, Oregon 97236-2156

Re: Real Property located at 3116 SE 157th Ave (47780-2450)*

Multnomah County is the new owner of the above real property by virtue of a deed dated October 26, 1992 (A9007-04293). You have no agreement with Multnomah County to occupy the above property and you have no lawful right to be there.

You are hereby ordered to VACATE our property located at the above address.

You must REMOVE yourself and all your personal property and vehicles from our premises no later than 5PM Friday March 19, 1993. (See extension time below)

*In response to your telephone call to this office on the above date that you had no knowledge of the above new ownership the deadline for you to vacate has been extended to April 15, 1993.

If you have any questions, call me at 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title

CERTIFIED P905 209 338

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

OCCUPANT/ARLEN BLAIR
6115 SE 93RD AVE
PORTLAND OR 97266

4a. Article Number

8905-209-338

4b. Service Type

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

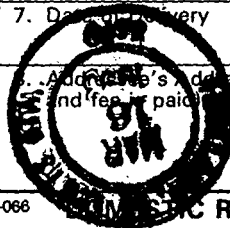
7. Date of delivery

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's address (Only if requested and fee is paid)

PS Form 3811, November 1990 ★ U.S. GPO: 1991-287-066



RETURN RECEIPT

PRELIMINARY SURVEY

IDENTIFICATION: 83910-1150

DATE: 5/5/93

ADDRESS: 6115 SE 93RD
PORTLAND OR. 97266

DWELLING TYPE: Single family
DATE BUILT: 1909
STORIES: 1.0 story w/ finished attic
LIVING AREA: 786 sf
LOT AREA: 5000 sf
NEIGHBORHOOD: Lents
ARCHITECTURAL STYLE: old farm house

ITEM:	COMMENT:	EVALUATION:
FOUNDATION:	<u>wood - house is not level or plumb</u>	<u>replace</u>
PORCH:	<u>covered (partially)</u>	<u>poor</u>
EXTERIOR SIDING:	<u>clapboard</u>	<u>poor</u>
EXTERIOR PAINT:		<u>poor</u>
WINDOWS:	<u>wood - single glaze with visqueen</u>	<u>poor</u>
DOORS:	<u>wood</u>	<u>poor</u>
FACIA:	<u>wood</u>	<u>poor</u>
ROOF:	<u>asphalt composition</u>	<u>fair</u>
GUTTERS:	<u>rotted in places</u>	<u>replace</u>
MASONRY:	<u>used as flue for gas heater and hot water heater</u>	<u>poor</u>
ELECTRICAL:	<u>severely outdated and over loaded</u>	<u>replace</u>
PLUMBING:	<u>inadequate vents</u>	<u>replace</u>

NOTES: House does not meet minimum habitability standards. Renter has replaced old fuse panel on front porch with a breaker system without permit. Electrical system is seriously overloaded. Second floor is accessed by a steep and illegal stairway and ceiling height does not comply with code requirements for a bedroom.

IMMEDIATE ATTENTION: no smoke detectors - non permitted and illegal electrical work done by owner. Illegal and dangerous installation and venting of gas appliances.

EVALUATION: Basis footprint of house is 15 feet x 24 feet with a shed addition 10' x 12' to the rear and enclosed back porch. The house lacks a concrete foundation and original construction was of low quality. The house cannot be renovated cost effectively and is severely substandard in its present condition.

PICTURES:

- 1) REPLACE
- 2) POOR
- 3) FAIR
- 4) GOOD
- N.A. NOT EVALUATED

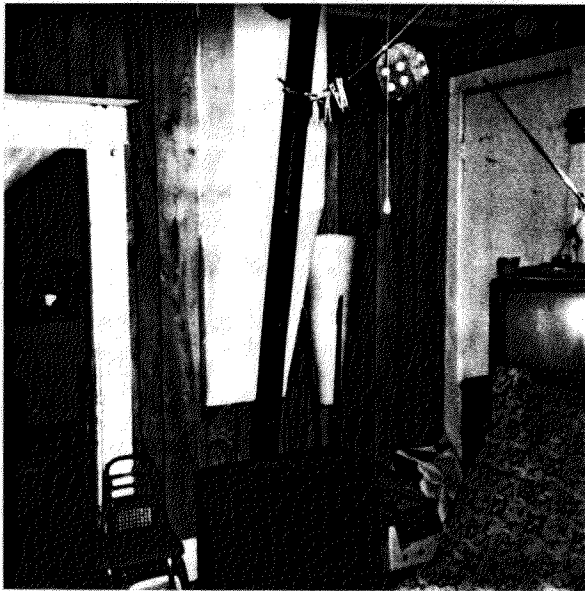
P.L.J. 7/02/91
TAX TITLE



611- SE 930



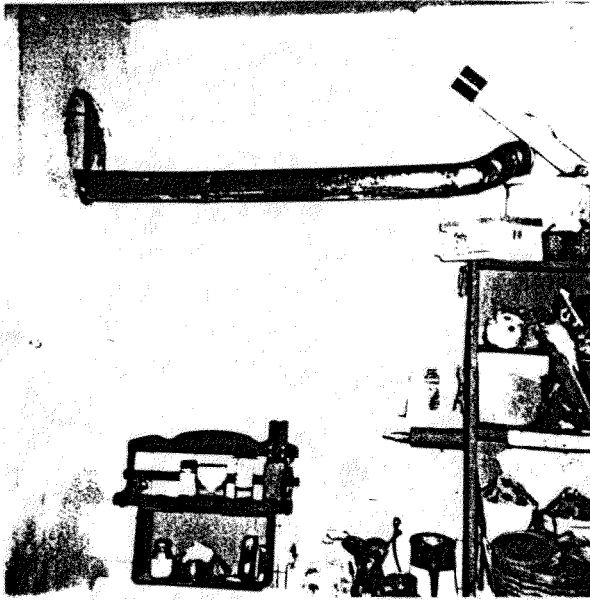
611- SE 930



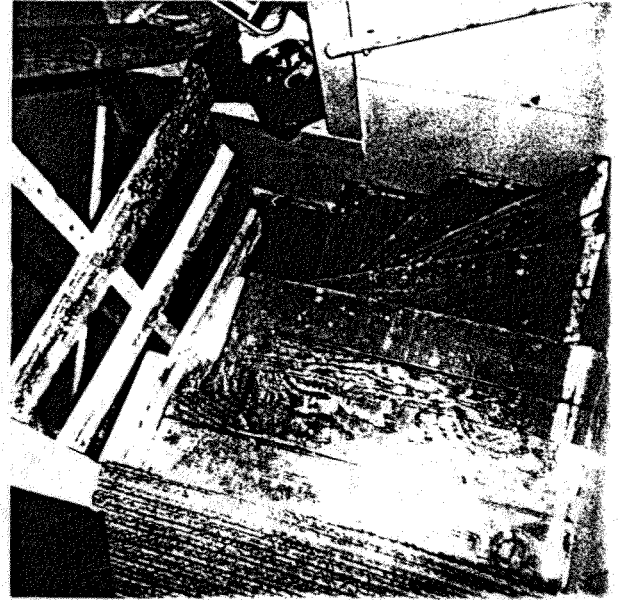
vent for gas space heater.
illegal



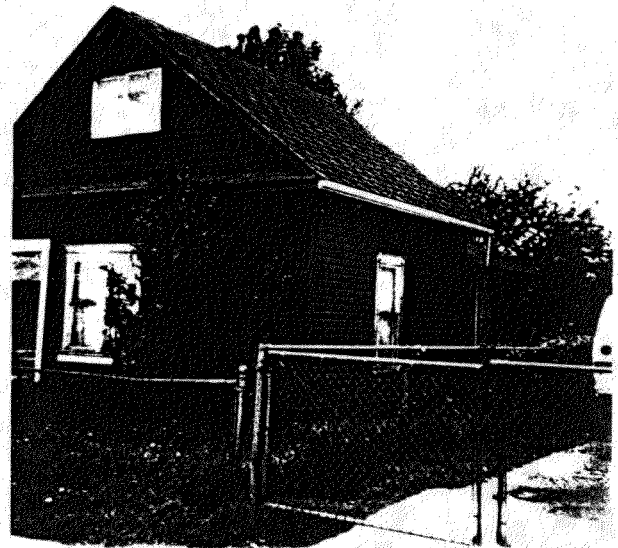
gas supply to gas space
heater - illegal



never found you kitchen
kitchen - messy



stairwell to second floor
very steep & dangerous



DISCUSSION OUTLINE FOR R-13

May 6, 1993

REQUEST: Arlyn Ray Blair requests 4-6 months extension before eviction action.

SUMMARY OF FACTS:

County foreclosed for taxes and took deed Nov. 9, 1992.

On March 15, 1993, notice sent to vacate by April 15, 1993.

By letter dated Mar. 30, 1993, Mr. Blair advises he is a tenant and requests additional time before vacating.

Constraints:

County has no authority to sell to a tenant. ORS 275.180

A "rental agreement" invoking the Residential Landlord and Tenant Act is any oral or written agreement "embodying the terms and conditions concerning use and occupancy of a dwelling." No rental payment required.

The Act requires rented properties to be habitable and maintained that way. County is liable for damages if building is not safe. Eviction is by F.E.D., which may be time consuming and difficult.

Options:

A. Refuse extension and request immediate vacation. This poses least liability risk to County.

B. Grant extension with conditions, such as time, rent or other tenant obligations. This will invoke the Residential Landlord and Tenant Act and should not be undertaken unless dwelling is habitable. Risk of a difficult eviction cannot be ameliorated.

Recommendation:

If option B adopted, direct staff to come back to Board with appropriate letter or agreement for extension.

PLEASE PRINT LEGIBLY!

MEETING DATE

5/6/93

NAME

Bob Bernstein

ADDRESS

1730 SE. 35th Pl.

STREET

PDX

CITY

97214

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

thanks

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK