



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

*connecting citizens with information and services*

### **BOARD OF COMMISSIONERS**

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### **APRIL 4 & 6, 2006 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:00 a.m. Tuesday MCSO Personnel Costs and Overtime Update No. 2
Pg 2	9:30 a.m. Tuesday Wraparound Oregon
Pg 2	10:00 a.m. Tuesday IT Disaster Recovery and Security Briefing
Pg 2	10:15 a.m. Tuesday Hansen Relocation Comprehensive Project Plan Briefing
Pg 2	11:15 a.m. Tuesday Columbia River Crossing
Pg 4	9:35 a.m. Thursday Resolution Authorizing Condemnation for Improvements at NE 223rd Av and NE Sandy Blvd in Fairview
Pg 4	10:05 a.m. Thursday Pandemic Influenza Planning & Community Engagement Update
Pg 4	10:30 a.m. Thursday Multnomah County Sixth Annual Public Health Heroes Celebration

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Thursday, 9:30 AM, (LIVE) Channel 30  
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Saturday, 10:00 AM, Channel 30  
Sunday, 11:00 AM, Channel 30

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Tuesday, April 4, 2006 - **9:00 AM**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFINGS**

- B-1 **9:00 AM:** Multnomah County Sheriff's Office Operations and Policy Issues: Personnel Costs and Overtime Update No. 2. Presented by Sheriff Bernie Giusto, Larry Aab and Christine Kirk. 30 MINUTES REQUESTED.
- B-2 **9:30 AM:** Wraparound Oregon: Building a Coordinated System of Services for Children with Mental Health Disorders and their Families. Presented by Judge Nan Waller, Alice Galloway, Rob Abrams and Loren Calkins. 30 MINUTES REQUESTED.
- B-3 **10:00 AM:** Briefing on Information Technology Disaster Recovery and Information Technology Security. Presented by Becky Porter. 15 MINUTES REQUESTED.
- B-4 **10:15 AM:** Briefing on the Hansen Relocation Comprehensive Project Plan. Presented by Doug Butler and Pam Krecklow. 60 MINUTES REQUESTED.
- B-5 **11:15 AM:** Columbia River Crossing Update. Presented by Rob de Graff and John Osborn. 45 MINUTES REQUESTED.

Thursday, April 6, 2006 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **DEPARTMENT OF COMMUNITY SERVICES**

- C-1 RESOLUTION Authorizing Execution of Contract between Multnomah County, Seller and CLIFF B. & MIRELA NELSON, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion
- C-2 RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and SYNERGY REAL ESTATE, INC, Purchaser for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at Contract Completion
- C-3 RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and THE TINDALL FAMILY PROPERTIES LLC, Purchaser for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at Contract Completion
- C-4 RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and EDGAR A. & PATRICE M. WESTPHAL, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

### **REGULAR AGENDA - 9:30 AM**

#### **PUBLIC COMMENT - 9:30 AM**

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

### **DISTRICT ATTORNEY'S OFFICE - 9:30 AM**

- R-1 9:30 AM: PROCLAMATION Proclaiming April 2006 Child Abuse Prevention Month in Multnomah County, Oregon

**DEPARTMENT OF COMMUNITY SERVICES - 9:35 AM**

- R-2 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements at the Intersection of NE 223rd Avenue with NE Sandy Boulevard in the City of Fairview

**DEPARTMENT OF COUNTY HUMAN SERVICES - 9:40 AM**

- R-3 RESOLUTION Approving the Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan. Presented by Nancy Winters and Ray Hudson. 20 MINUTES REQUESTED.

**DEPARTMENT OF HEALTH - 10:00 AM**

- R-4 NOTICE OF INTENT to Submit a Proposal to the Centers for Diseases Control and Prevention to Identifying "Ground-Breaking" Behavioral Interventions to Prevent Human Immunodeficiency Virus (HIV) Transmission in High Risk Groups Grant Competition
- R-5 Pandemic Influenza Planning and Community Engagement Update. Presented by Lillian Shirley and Gary Oxman. 25 MINUTES REQUESTED.
- R-6 Multnomah County Sixth Annual Public Health Heroes Celebration. Presented by Lillian Shirley. 50 MINUTES REQUESTED.





## MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
501 S.E. HAWTHORNE BLVD, Suite 600  
PORTLAND, OREGON 97204  
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

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### MEMORANDUM

TO: Chair Diane Linn  
Commissioner Maria Rojo de Steffey  
Commissioner Serena Cruz  
Commissioner Lonnie Roberts  
Board Clerk Deb Bogstad

FROM: Matthew Lieuallen  
Staff to Commissioner Lisa Naito

DATE: April 5, 2006

RE: Commissioner Naito will be unable to attend the April 6, 2006 Board Meeting

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Commissioner Naito will be unable to attend the Board Meeting on April 6, 2006. The Commissioner will be out of town presenting on public safety issues at a conference in Boston, but will be participating in the Board Meeting by phone.

Thank you,  
Matthew Lieuallen

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**BOGSTAD Deborah L**

**From:** FARRELL Delma D  
**Sent:** Monday, April 03, 2006 1:23 PM  
**To:** SOWLE Agnes; BOGSTAD Deborah L  
**Subject:** FW: Wapato Jail Tour -Thursday April 6, 2:30pm

**Importance:** High

Doug Butler will also attend.

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

**From:** FARRELL Delma D  
**Sent:** Monday, April 03, 2006 1:21 PM  
**To:** BOGSTAD Deborah L; SOWLE Agnes  
**Subject:** Wapato Jail Tour -Thursday April 6, 2:30pm  
**Importance:** High

On Thursday April 6th, 2006 from 2:30-4:00pm, Chair Linn and Commissioners Roberts and Rojo de Steffey, along with Sheriff Bernie Giusto, will lead a tour of the Wapato Jail Facility for members of a delegation from Clark County, Washington. Members of the media will also be present.

The purpose of the tour is to familiarize Clark County officials with the facility as they have expressed interest in potentially housing some of their jail inmates at Wapato. There is no specific agenda for the tour.

**ATTENDEE LIST:**

**Clark County:**

County Chair Marc Boldt  
CCommissioner Steve Stuart  
County Administrator Bill Barron  
Jackie Beaties, Chief Administrator, Clark County Sheriff's Office  
Cliff Evelyn, Commander, Clark County Sheriff's Office  
Mike Anderson, Commander, Clark County Sheriff's Office

**Multnomah County:**

Chair Diane Linn  
Rob Fussell  
Sheriff Bernie Giusto  
Commissioner Maria Rojo de Steffey  
Commissioner Lonnie Roberts  
Rob Fussell  
Mike Beard  
Gary Walker  
Christine Kirk  
Larry Aab  
Matthew Lieuallen

*Delma Farrell*, Admin. Director/Scheduler

Multnomah County Chair Diane M. Linn  
501 SE Hawthorne, Room 600  
Portland OR 97214

Tel.: 503/988-3953

Fax: 503/988-3093

Email: [delma.d.farrell@co.multnomah.or.us](mailto:delma.d.farrell@co.multnomah.or.us)



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 03/14/06

### BUDGET MODIFICATION:

**RESOLUTION Authorizing Execution of Contract between Multnomah County, Agenda Seller and CLIFF B. & MIRELA NELSON, Purchasers for Tax-Foreclosed Title: Property Sold at Public Sale and Deed to Purchasers at Contract Completion**

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>Presenter(s):</b>	Gary Thomas		
<b>I/O Address:</b>	503/4/TT		

### General Information

#### 1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the purchase on contract of a tax foreclosed property to the highest bidder CLIFF B. & MIRELA NELSON, at the public auction held on February 28, 2006.

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

The subject property is a vacant lot that came into County ownership through the foreclosure of delinquent tax liens on 9/19/2001. The lot is approximately 85'x92' and is tree and brush covered. The lot slopes down steeply from both SW Bertha Blvd and SW Beaverton Hillsdale Hwy as shown in the attached Exhibit A.

CLIFF B. NELSON was the highest bidder at the Public Auction with a bid of \$27,500 for this parcel. The County acknowledges receipt of the sum of \$1,000 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$4,500 down and carry the remaining balance of \$22,000 on a 15 year contract at 6% annual interest.

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

The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

No legal issues are expected. The parcels are sold "As Is" without guarantee of clear title. This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

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

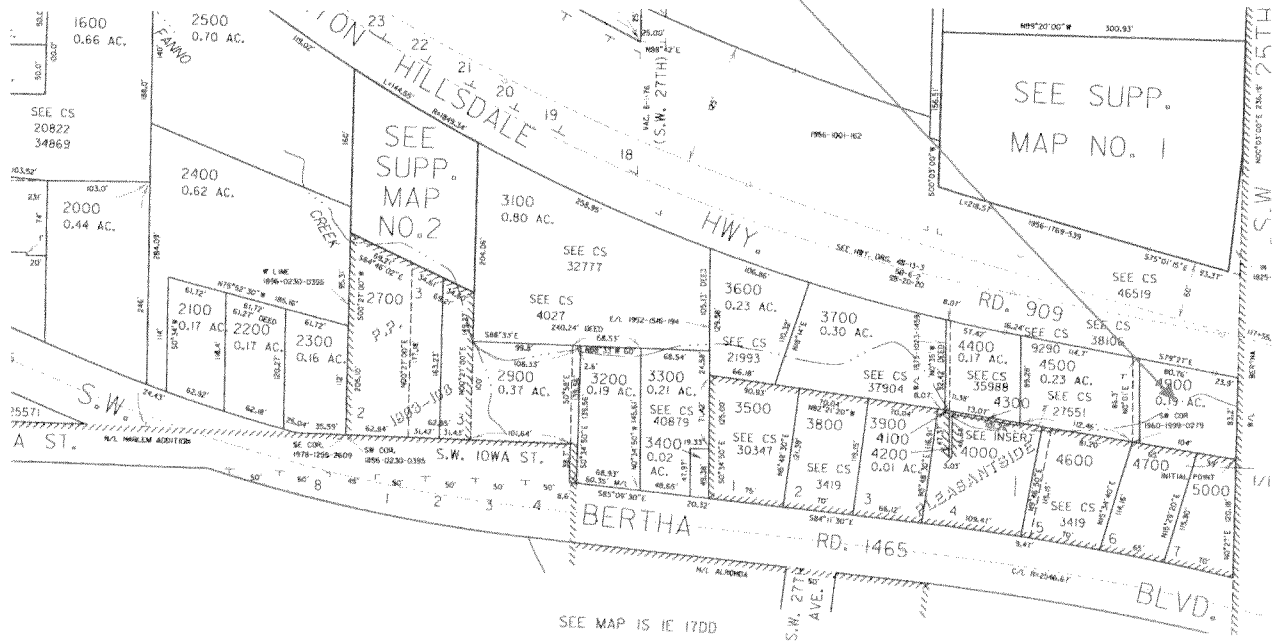
No citizen or government participation is anticipated.

# EXHIBIT A

Property No. 10 at the auction.

Tax Account Number R328905 1S1E17DA -04900

Location: Vacant Lot Adjacent to 2521 SW Bertha Blvd & SW Beaverton Hillsdale Highway



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## Required Signatures

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Department/  
Agency Director:

*M. Cecilia Johnson*

Date: 03/14/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



Multnomah County  
Land Use and Transportation Program  
1600 SE 190<sup>th</sup> Ave  
Portland OR 97233  
Ph. 503-988-3043 Fax. 503-988-3389  
[www.co.multnomah.or.us/dscd/LUT/land\\_use](http://www.co.multnomah.or.us/dscd/LUT/land_use)

Dennis

FYI

CB —

## Land Use Planning Customer Service Evaluation

1. Please indicate the Type of Permit you applied for:

<input type="checkbox"/> Administrative Decision	<input type="checkbox"/> Land Division
<input checked="" type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Significant Environmental Concern
<input checked="" type="checkbox"/> Grading & Erosion Control	<input type="checkbox"/> Variance
<input type="checkbox"/> Gorge/National Scenic Area Permit	<input type="checkbox"/> Willamette River Greenway Permit
<input type="checkbox"/> Hillside Development Permit	<input type="checkbox"/> Other: Property Line Adj., Health Hardship Building permit

Your application was: ☒ Approved ☐ Denied ☐ Withdrawn ☐ Returned

2. Please circle the number that best describes the usefulness of information you received and your contact with County staff **before** you submitted your application.

5 = very useful      4 = useful      3 = neutral      2 = less useful      1 = not useful

Telephone call to County staff	(5)	4	3	2	1
Personal meeting with County staff	(5)	4	3	2	1
Pre-filing/pre-application conference	(5)	4	3	2	1
County Website information	(5)	4	3	2	1
Application forms and instructions	(5)	4	3	2	1
Other contact with staff: (specify)	(5)	4	3	2	1

3. Please circle the number that best describes the usefulness of information you received **during** the application process.

☒ 5 = very useful      4 = useful      3 = neutral      2 = less useful      1 = not useful

Information about permits and approvals required	(5)	4	3	2	1
Information about the application process (forms needed, where to apply, plans to submit)	(5)	4	3	2	1
Information about fees	(5)	4	3	2	1
How to obtain information about the status of your project	(5)	4	3	2	1

(Continue on back)

4. Please circle the number that best describes your level of satisfaction with the customer service provided by planning staff.

5 = very satisfied    4 = satisfied    3 = neutral    2 = dissatisfied    1 = very dissatisfied

Clarity of staff communication (written)	(5)	4	3	2	1
Clarity of staff communication (verbal)	(5)	4	3	2	1
Consistency of interpretation of regulations	(5)	4	3	2	1
Technical knowledge of staff	(5)	4	3	2	1
Courtesy of staff	(5)	4	3	2	1
Overall satisfaction with customer service	(5)	4	3	2	1

5. Please circle the number that best describes your feeling about the accessibility of the services provided by planning staff.

5 = very satisfied    4 = satisfied    3 = neutral    2 = dissatisfied    1 = very dissatisfied

Ease of access by phone	(5)	4	3	2	1
Ease of access in person	(5)	4	3	2	1
Hours of service	(5)	4	3	2	1
Office location (distance traveled)	(5)	4	3	2	1
Availability of parking	(5)	4	3	2	1
Waiting time for service	(5)	4	3	2	1
Number of trips to Land Use Planning office	(5)	4	3	2	1
Overall satisfaction with accessibility.	(5)	4	3	2	1

6. What comments or suggestions would you make to improve the application process?

*I would higher more people like Tammy Boren-trung!  
She made the whole application process bearable. I have been working  
with her for over a year and she never ceases to amaze me!*

In which area is the property located?

☐ East of the Sandy River    ☐ West of the Sandy River    ☒ West Hills  
☐ Sauvie Island    ☐ National Scenic Area/Gorge

You are:

☐ Property owner    ☐ Attorney    ☐ Contractor  
☐ Realtor    ☐ Appraiser  
☐ Government Agency    ☒ Other *Grandson of Property owner*

If you would like us to contact you regarding this customer service survey, please provide your name and phone number below.

Name: Jeremy Johnson Phone: 503-621-3903

*I would be happy to tell you how  
wonderful Tammy was if you want more  
details!*



**BOGSTAD Deborah L**

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**From:** GRACE Becky J  
**Sent:** Tuesday, March 14, 2006 1:26 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: April 6 Agenda Nelson Auction Contract Sale

Hi Deb,

I changed the documents all to April 13<sup>th</sup> since I didn't get them back on time – thanks!!

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

**From:** CREAN Christopher D  
**Sent:** Friday, March 10, 2006 9:28 AM  
**To:** GRACE Becky J  
**Subject:** RE: April 6 Agenda Nelson Auction Contract Sale

Becky –

We should have both of them sign the contract. With the addition of a signature block in the contract for Mirela Nelson, the resolution and contract may be circulated for signature. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Wednesday, March 08, 2006 10:39 AM  
**To:** CREAN Christopher D  
**Subject:** April 6 Agenda Nelson Auction Contract Sale

Hi Chris,

Attached for your review and approval are the April 6 Agenda Documents for the Nelson Auction Contract Sale. When we are selling to a husband and wife do they both need to sign the contract or is just one signature okay?

Thanks,

Becky Grace  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208  
503-988-3590

3/14/2006

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Execution of Contract between Multnomah County, Seller and CLIFF B. & MIRELA NELSON, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. CLIFF B. NELSON was the highest bidder at the sale for the property with a bid of \$27,500. The County acknowledges receipt of the sum of \$1,000, as deposit paid by Buyer. An additional amount of \$4,500 to be paid at the contract signing and the balance remaining \$22,000 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to CLIFF B. & MIRELA NELSON, the following described real property:

As described in the attached Exhibit A.

ADOPTED this 6th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## **EXHIBIT A (RESOLUTION)**

### **Tax Account R328905 Legal Description**

A parcel of land situated in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Beginning at the East quarter corner of said Section 17; thence South 0°27'West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0°27'West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80°57'West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0°01'East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79°27'East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.

**Until a change is requested, all tax statements shall be sent to the following address:**  
**CLIFF B & MIRELA NELSON**  
**1725 SW MONTMORE WAY**  
**TROUTDALE OR 97060**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15822 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CLIFF B. & MIRELA NELSON** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

### **LEGAL DESCRIPTION TAX ACCOUNT R328905**

**A parcel of land situated in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the East quarter corner of said Section 17; thence South 0°27'West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0°27'West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80°57'West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0°01'East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79°27'East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$27,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,000 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$4,500, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$186 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.



**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

BUYERS:

CLIFF B. & MIRELA NELSON

By \_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

\_\_\_\_\_  
Cliff B. Nelson

\_\_\_\_\_  
Mirela Nelson

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15822 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

---

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Cliff B. Nelson.

---

Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Mirela. Nelson.

---

Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-039**

Authorizing Execution of Contract between Multnomah County, Seller and CLIFF B. & MIRELA NELSON, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. CLIFF B. NELSON was the highest bidder at the sale for the property with a bid of \$27,500. The County acknowledges receipt of the sum of \$1,000, as deposit paid by Buyer. An additional amount of \$4,500 to be paid at the contract signing and the balance remaining \$22,000 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to CLIFF B. & MIRELA NELSON, the following described real property:

As described in the attached Exhibit A.

ADOPTED on this 6th day of April, 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

Christopher D. Crean, Assistant County Attorney

## EXHIBIT A (RESOLUTION)

### Tax Account R328905 Legal Description

A parcel of land situated in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Beginning at the East quarter corner of said Section 17; thence South 0°27'West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0°27'West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80°57'West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0°01'East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79°27'East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.

**Until a change is requested, all tax statements shall be sent to the following address:**  
**CLIFF B & MIRELA NELSON**  
**1725 SW MONTMORE WAY**  
**TROUTDALE OR 97060**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15822 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CLIFF B. & MIRELA NELSON** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

### **LEGAL DESCRIPTION TAX ACCOUNT R328905**

**A parcel of land situated in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the East quarter corner of said Section 17; thence South 0°27'West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0°27'West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80°57'West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0°01'East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79°27'East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$27,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,000 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$4,500, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$186 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

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As used in this contract, 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.

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.



### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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.

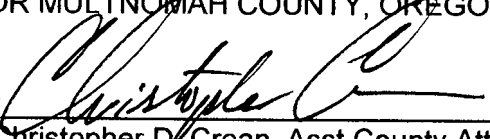
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
\_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

BUYERS:

CLIFF B. & MIRELA NELSON

\_\_\_\_\_  
Cliff B. Nelson

\_\_\_\_\_  
Mirela Nelson

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15822 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Cliff B. Nelson.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Mirela. Nelson.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

**Until a change is requested, all tax statements shall be sent to the following address:**  
**CLIFF B & MIRELA NELSON**  
**1725 SW MONTMORE WAY**  
**TROUTDALE OR 97060**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15822 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and **CLIFF B. & MIRELA NELSON** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

### **LEGAL DESCRIPTION TAX ACCOUNT R328905**

**A parcel of land situated in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the East quarter corner of said Section 17; thence South 0°27'West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0°27'West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80°57'West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0°01'East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79°27'East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$27,500 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,000 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$4,500, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$186 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.



**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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.



AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Christopher D. Crean, Asst County Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M Linn, Chair

BUYERS:

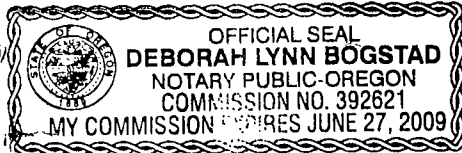
CLIFF B. & MIRELA NELSON

\_\_\_\_\_  
Cliff B. Nelson

\_\_\_\_\_  
Mirela Nelson

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15822 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Cliff B. Nelson.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Mirela. Nelson.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 03/08/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and SYNERGY REAL ESTATE, INC, Purchaser for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at Contract Completion**

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>Presenter(s):</b>	Gary Thomas	<b>I/O Address:</b>	503/4/TT

### General Information

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the purchase on contract of a tax foreclosed property to the highest bidder SYNERGY REAL ESTATE INC, at the public auction held on February 28, 2006.

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

The subject property is a vacant lot that came into County ownership through the foreclosure of delinquent tax liens on 9/28/2004. The lot is approximately 50'x100' and contains approximately 5,000 sq ft in a residential area as shown in the attached Exhibit A.

SYNERGY REAL ESTATE, INC was the highest bidder at the Public Auction with a bid of \$73,000 for this parcel. The County acknowledges receipt of the sum of \$4,211 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$10,389 down and carry the remaining balance of \$58,400 on a 15 year contract at 6%

annual interest.

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

The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

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

This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

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

No citizen or government participation is anticipated.

# EXHIBIT A

Property No.:7 at the auction.

Tax Account Number R290595 1N3E25CA -08301

Location: Vacant Lot Between 145 SE 4th and 327 SE Dora in Troutdale



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**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 03/08/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Wednesday, March 08, 2006 2:34 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: April 6 Auction Contract Sale with Despain

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

**From:** CREAN Christopher D  
**Sent:** Tuesday, March 07, 2006 3:37 PM  
**To:** GRACE Becky J  
**Subject:** RE: April 6 Auction Contract Sale with Despain

Becky -

I have reviewed the proposed resolution and sale contract to Synergy Real Estate and they may be circulated for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Tuesday, March 07, 2006 11:04 AM  
**To:** CREAN Christopher D  
**Subject:** April 6 Auction Contract Sale with Despain

Hi Chris,

Attached for your review and approval are the April 6 Board Documents for the Auction Sale Contract with Despain/Synergy Real Estate Inc.  
Thanks!

Becky Grace  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208  
503-988-3590

3/13/2006

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

**RESOLUTION NO. \_\_\_\_\_**

Authorizing execution of Contract between Multnomah County, Seller, and SYNERGY REAL ESTATE, INC Purchaser, for Tax-Foreclosed Property sold at Public Sale and Deed to Purchaser at contract completion.

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. SYNERGY REAL ESTATE, INC was the highest bidder at the sale for the property with a bid of \$73,000. The County acknowledges receipt of the sum of \$4,211 as deposit paid by Buyer. An additional amount of \$10,389 to be paid at the contract signing and the balance remaining \$58,400 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to SYNERGY REAL ESTATE, INC, the following described real property:

A parcel of land situated in Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 6, Block 9, TROUTDALE

ADOPTED this 6th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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



Until a change is requested, all tax statements shall be sent to the following address:  
SYNERGY REAL ESTATE INC  
PO BOX 3326  
MESQUITE NEVADA 89024

After recording please return to:  
Multnomah County Tax Title  
503/4/TT

### **CONTRACT 15819 OF SALE**

THIS CONTRACT is made and entered into on April 6, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and SYNERGY REAL ESTATE INC ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

Tax Account R290595

A parcel of land situated in Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:

Lot 6, Block 9, TROUTDALE.

Purchaser agrees to pay for described real property the sum of \$73,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$4,211 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$10,389, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$493 on the 15<sup>th</sup> of May 2006, and a payment on the 15<sup>th</sup> day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26<sup>th</sup> day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract.

Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to

air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.

5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

#### **Insurance**

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.

#### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

#### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

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As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

**Tax Notice**

Until a change of address is requested, all tax statements shall be sent to the following address:  
SYNERGY REAL ESTATE INC  
PO BOX 3326  
MESQUITE, NEVADA 89024

**Remedies.**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

**Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT

THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

BUYER:

SYNERGY REAL ESTATE INC

\_\_\_\_\_  
Megan Despain

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH    )

This instrument, "Contract 15820 of Sale", was acknowledged before me the 6<sup>th</sup> day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH    )

This instrument, "Contract 15820 of Sale", was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2006 by Megan Despain.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-040**

Authorizing Execution of Contract Between Multnomah County, Seller and SYNERGY REAL ESTATE, INC, Purchaser for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at Contract Completion

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. SYNERGY REAL ESTATE, INC was the highest bidder at the sale for the property with a bid of \$73,000. The County acknowledges receipt of the sum of \$4,211 as deposit paid by Buyer. An additional amount of \$10,389 to be paid at the contract signing and the balance remaining \$58,400 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to SYNERGY REAL ESTATE, INC, the following described real property:

A parcel of land situated in Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:  
Lot 6, Block 9, TROUTDALE

ADOPTED this 5th day of April, 2006.



AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn  
Diane M. Linn, Chair

**Until a change is requested, all tax statements shall be sent to the following address:**  
**SYNERGY REAL ESTATE INC**  
**PO BOX 3326**  
**MESQUITE NEVADA 89024**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15819 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and SYNERGY REAL ESTATE INC ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

Tax Account R290595

**A parcel of land situated in Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:**

**Lot 6, Block 9, TROUTDALE.**

Purchaser agrees to pay for described real property the sum of \$73,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$4,211 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$10,389, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$493 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at



any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.

4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

#### **Insurance**

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.

#### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

#### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS

IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

### **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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT

THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

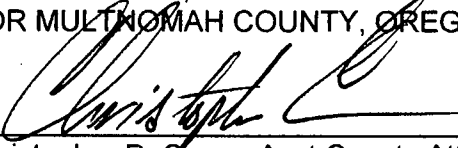
IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Asst County Attorney

BUYER:

SYNERGY REAL ESTATE INC

\_\_\_\_\_  
Megan Despain

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15820 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed and attested before me on \_\_\_\_\_, 2006 by Megan Despain.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

**Until a change is requested, all tax statements shall be sent to the following address:**  
**SYNERGY REAL ESTATE INC**  
**PO BOX 3326**  
**MESQUITE NEVADA 89024**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15819 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and SYNERGY REAL ESTATE INC ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

Tax Account R290595

**A parcel of land situated in Section 25, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon described as follows:**

**Lot 6, Block 9, TROUTDALE.**

Purchaser agrees to pay for described real property the sum of \$73,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$4,211 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$10,389, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$493 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at

any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.

4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

#### **Insurance**

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.

#### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

#### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS

IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

### **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 Bargain & Sale Deed.

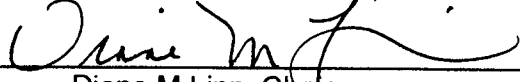
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT

THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

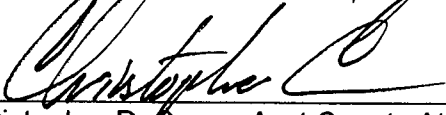
IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Asst County Attorney

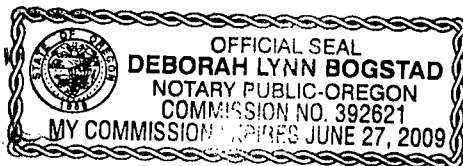
BUYER:

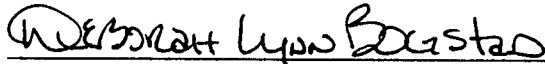
SYNERGY REAL ESTATE INC

  
Megan Despain

STATE OF OREGON                     )  
  ) ss  
COUNTY OF MULTNOMAH    )


This instrument, "Contract 15820 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON                     )  
  ) ss  
COUNTY OF MULTNOMAH    )

Signed and attested before me on \_\_\_\_\_, 2006 by Megan Despain.

  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 03/08/06

**BUDGET MODIFICATION:** -

**RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and THE TINDALL FAMILY PROPERTIES LLC, Purchaser**  
**Agenda for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at**  
**Title: Contract Completion**

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>Presenter(s):</b>	Gary Thomas	<b>I/O Address:</b>	503/4/TT

### General Information

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the purchase on contract of two tax foreclosed properties to the highest bidder, THE TINDALL FAMILY PROPERTIES LLC at the public auction held on February 28, 2006.

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

The subject properties are two vacant lots that came into County ownership through the foreclosure of delinquent tax liens on 9/26/2000. The two lots combined total approximately 35,300 sq ft of area and are zoned IH, Heavy Industrial (see Exhibit A). There have been numerous past uses of the property including metals recovery, smelting operations, and decommissioning of PCB containing transformers. Two underground storage tanks are located at the site apparently abandoned by a previous owner. In 1998 an Expanded Preliminary Assessment (XPA) was completed by the State of Oregon, DEQ and included sampling and analysis of surface soil. The XPA confirmed the release of hazardous substances and petroleum products to the surface soil at the site. In May 2005 a

Phase II Environmental Site Assessment including 25 soil borings was completed by Kleinfelder. After review of the Phase II site assessment, DEQ has provided a Statement of Work listing additional measures that need to be completed at the site to obtain a No Further Action (NFA) determination from DEQ.

THE TINDALL FAMILY PROPERTIES LLC was the highest bidder at the Public Auction with a bid of \$116,000 for both parcels. The County acknowledges receipt of the sum of \$12,421, as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$10,779 down and carry the remaining balance of \$92,800 on a 15 year contract at 6% annual interest.

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

The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

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

This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

The purchaser is currently in the process of working with DEQ in the cleanup of a property in their ownership across the street from the subject property. The following language will be included in the text of the contract under Terms and Conditions: "Purchaser understands that the property is the subject of remedial environmental activities under the jurisdiction of the Oregon Department of Environmental Quality.

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

No citizen or government participation is anticipated.

# EXHIBIT A

Property No.:5 & 6 at Public Auction

Tax Account Number R242367 1N1E09BA -00900 and R242374 1N1E09BA -01600

Location: Vacant Land N Columbia Blvd and North of the Former 9233 N Calvert Ave



---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 03/08/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

## BOGSTAD Deborah L

---

**From:** GRACE Becky J  
**Sent:** Wednesday, March 08, 2006 2:27 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: April 6 Board Agenda Documents for Auction Sale to The Tindall Family Properties LLC

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

**From:** CREAN Christopher D  
**Sent:** Monday, March 06, 2006 3:00 PM  
**To:** GRACE Becky J  
**Subject:** RE: April 6 Board Agenda Documents for Auction Sale to The Tindall Family Properties LLC

Becky -

I have reviewed the proposed resolution and contract for the Tindall Family sale and they may be circulated for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Monday, March 06, 2006 2:47 PM  
**To:** CREAN Christopher D  
**Subject:** April 6 Board Agenda Documents for Auction Sale to The Tindall Family Properties LLC

Hi Chris,

Attached please find the April 6 board agenda documents authorizing execution of a contract with The Tindall Family Property LLC, who was the highest bidder at the auction for properties R242367-74, for your review and approval-whew. The contract attached include the changes that you have suggested.

We appreciate your time and attention,

Becky Grace  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208  
503-988-3590

3/9/2006



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

**RESOLUTION NO. \_\_\_\_\_**

Authorizing execution of Contract between Multnomah County, Seller, and THE TINDALL FAMILY PROPERTIES LLC, Purchaser, for Tax-Foreclosed Property sold at Public Sale and Deed to Purchaser at contract completion.

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. THE TINDALL FAMILY PROPERTIES LLC was the highest bidder at the sale for the property with a bid of \$116,000. The County acknowledges receipt of the sum of \$12,421, as deposit paid by Buyer. An additional amount of \$10,779 to be paid at the contract signing and the balance remaining \$92,800 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to THE TINDALL FAMILY PROPERTIES LLC, the following described real property:

As described in the attached Exhibit A.

ADOPTED this 6th day of March, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## **EXHIBIT A (RESOLUTION)**

### **PARCEL #1 TAX ACCOUNT R242374**

A parcel of land located in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

All of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, excepting therefrom those portions of Lots 35 and 36 located in the public right of way.

All in Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND.

Also excepting therefrom:

A tract of land in Lot 36 Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the Southeast corner of Lot 36, Block 55, Peninsular Addition No. 4; thence North (basis of bearings) along the East line of said Lot 36, a distance of 5.50 feet to the True Point of Beginning of the tract of land to be described; thence continuing North along said East line 17.43 feet; thence North  $89^{\circ}43'30''$  West, 3.89 feet; thence along the arc of a non-tangent 24.00 foot radius curve right (long chord bears South  $86^{\circ}07'13''$  West, 25.49 feet) 26.87 feet to a point on the Northerly right of way line of the Oregon-Washington Railroad & Navigation Company (formerly Oregon Railroad & Navigation Company); thence following said right of way line South  $61^{\circ}48'11''$  East, 33.27 feet to the True Point of Beginning.

### **PARCEL #2 R242367**

A parcel of land situated in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Lots 7 and 8, Block 55, PENINSULAR ADDITION NO. 4, excepting therefrom the portions located in the public right of way.

Until a change is requested, all tax statements shall be sent to the following address:  
**THE TINDALL FAMILY PROPERTIES LLC  
2606 N NEWARK ST  
PORTLAND OR 97217**

After recording please return to:  
**Multnomah County Tax Title  
503/4/TT**

**CONTRACT 15819 OF SALE**

THIS CONTRACT is made and entered into on April 6, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and TINDALL FAMILY PROPERTIES LLC ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

**PARCEL #1 TAX ACCOUNT R242374**

**A parcel of land located in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**All of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, excepting therefrom those portions of Lots 35 and 36 located in the public right of way.**

**All in Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND.**

**Also excepting therefrom:**

**A tract of land in Lot 36 Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:**

**Commencing at the Southeast corner of Lot 36, Block 55, Peninsular Addition No. 4; thence North (basis of bearings) along the East line of said Lot 36, a distance of 5.50 feet to the True Point of Beginning of the tract of land to be described; thence continuing North along said East line 17.43 feet; thence North 89°43'30"West, 3.89 feet; thence along the arc of a non-tangent 24.00 foot radius curve right (long chord bears South 86°07'13"West, 25.49 feet) 26.87 feet to a point on the Northerly right of way line of the Oregon-Washington Railroad & Navigation Company (formerly Oregon Railroad & Navigation Company); thence following said right of way line South 61°48'11"East, 33.27 feet to the True Point of Beginning.**

**PARCEL #2 R242367**

**A parcel of land situated in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Lots 7 and 8, Block 55, PENINSULAR ADDITION NO. 4, excepting therefrom the portions located in the public right of way.**

**Purchase Price**

Purchaser agrees to pay for described real property the sum of \$116,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$12,421 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$10,779, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$783 on the 15<sup>th</sup> of May 2006, and a payment on the 15<sup>th</sup> day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26<sup>th</sup> day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

**Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

**Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.
7. Purchaser understands that the property is the subject of remedial environmental activities under the jurisdiction of the Oregon Department of Environmental Quality.

### **Insurance**

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.

#### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

#### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

#### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

#### **Hazardous Materials**

As used in this contract, 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.

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.

#### **Title Insurance**

The County does not provide title insurance.

#### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

#### **Tax Notice**

Until a change of address is requested, all tax statements shall be sent to the following address:  
THE TINDALL FAMILY PROPERTIES LLC  
2606 N NEWARK  
PORTLAND OR 97217

#### **Remedies.**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

**Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

BUYER:

THE TINDALL FAMILY PROPERTY LLC

\_\_\_\_\_  
Benell Tindall, Managing Member



STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15816 of Sale", was acknowledged before me the 6<sup>th</sup> day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15816 of Sale", was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2006 by Benell Tindall.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-041**

Authorizing Execution of Contract Between Multnomah County, Seller and THE TINDALL FAMILY PROPERTIES LLC, Purchaser for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchaser at Contract Completion

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. THE TINDALL FAMILY PROPERTIES LLC was the highest bidder at the sale for the property with a bid of \$116,000. The County acknowledges receipt of the sum of \$12,421, as deposit paid by Buyer. An additional amount of \$10,779 to be paid at the contract signing and the balance remaining \$92,800 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to THE TINDALL FAMILY PROPERTIES LLC, the following described real property:

As described in the attached Exhibit A.

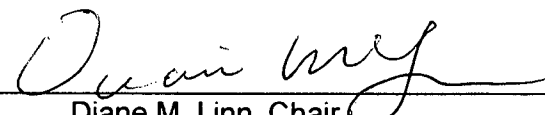
ADOPTED this 6th day of April, 2006.



AGNES SCOWLE COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

## **EXHIBIT A (RESOLUTION)**

### **PARCEL #1 TAX ACCOUNT R242374**

A parcel of land located in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

All of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, excepting therefrom those portions of Lots 35 and 36 located in the public right of way.

All in Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND.

Also excepting therefrom:

A tract of land in Lot 36 Block 55, PENINSULAR ADDITION NO. 4 TO THE CITY OF EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the Southeast corner of Lot 36, Block 55, Peninsular Addition No. 4; thence North (basis of bearings) along the East line of said Lot 36, a distance of 5.50 feet to the True Point of Beginning of the tract of land to be described; thence continuing North along said East line 17.43 feet; thence North 89°43'30"West, 3.89 feet; thence along the arc of a non-tangent 24.00 foot radius curve right (long chord bears South 86°07'13"West, 25.49 feet) 26.87 feet to a point on the Northerly right of way line of the Oregon-Washington Railroad & Navigation Company (formerly Oregon Railroad & Navigation Company); thence following said right of way line South 61°48'11"East, 33.27 feet to the True Point of Beginning.

### **PARCEL #2 R242367**

A parcel of land situated in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Lots 7 and 8, Block 55, PENINSULAR ADDITION NO. 4, excepting therefrom the portions located in the public right of way.

**Until a change is requested, all tax statements shall be sent to the following address:**  
**THE TINDALL FAMILY PROPERTIES LLC**  
**2601 N NEWARK ST**  
**PORTLAND OR 97217**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15819 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and TINDALL FAMILY PROPERTIES LLC ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

**PARCEL #1 TAX ACCOUNT R242374**

**A parcel of land located in Section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

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**Lots 7 and 8, Block 55, PENINSULAR ADDITION NO. 4, excepting therefrom the portions located in the public right of way.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$116,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$12,421 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$10,779, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$783 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.
7. Purchaser understands that the property is the subject of remedial environmental activities under the jurisdiction of the Oregon Department of Environmental Quality.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Tax Notice**

Until a change of address is requested, all tax statements shall be sent to the following address:  
THE TINDALL FAMILY PROPERTIES LLC  
2606 N NEWARK  
PORTLAND OR 97217

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.



2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

### **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 Bargain & Sale Deed.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Asst County Attorney

BUYER:

THE TINDALL FAMILY PROPERTY LLC

\_\_\_\_\_  
Benell Tindall, Managing Member

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15819 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_ 2006 by Benell Tindall.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

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### **Application of Payments**

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If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

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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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions**

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4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.
7. Purchaser understands that the property is the subject of remedial environmental activities under the jurisdiction of the Oregon Department of Environmental Quality.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Tax Notice**

Until a change of address is requested, all tax statements shall be sent to the following address:  
THE TINDALL FAMILY PROPERTIES LLC  
2606 N NEWARK  
PORTLAND OR 97217

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.

2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

### **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 Bargain & Sale Deed.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**



IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn  
Diane M Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

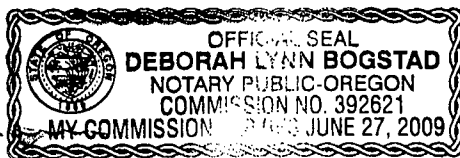
BUYER:

THE TINDALL FAMILY PROPERTY LLC

Benell Tindall, Managing Member

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15819 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_ 2006 by Benell Tindall.

Becky J. Grace  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: C-4  
Est. Start Time: 9:30 AM  
Date Submitted: 03/08/06

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing Execution of Contract Between Multnomah County, Seller and EDGAR A. & PATRICE M. WESTPHAL, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion**

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
<b>Presenter(s):</b>	Gary Thomas	<b>I/O Address:</b>	503/4/TT

### General Information

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the purchase on contract of a tax foreclosed property to the highest bidder EDGAR A. & PATRICE M. WESTPHAL, at the public auction held on February 28, 2006.

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

The subject property is a vacant strip that came into County ownership through the foreclosure of delinquent tax liens on 9/24/2002. The parcel is zoned EG2h, general employment. The property fronts on NE Gertz Road as shown in Exhibit A.

EDGAR A. & PATRICE M. WESTPHAL were the highest bidders at the Public Auction with a bid of \$26,000 for this parcel. The County acknowledges receipt of the sum of \$1,504 as deposit paid by the Buyer on the day of the auction. At the contract signing the Buyers have agreed to put an additional \$3,696 down and carry the remaining balance of \$20,800 on a 15 year contract at 6%

annual interest.

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

The contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

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

This property conforms to those policies as outlined in Multnomah County Code Chapter 7.

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

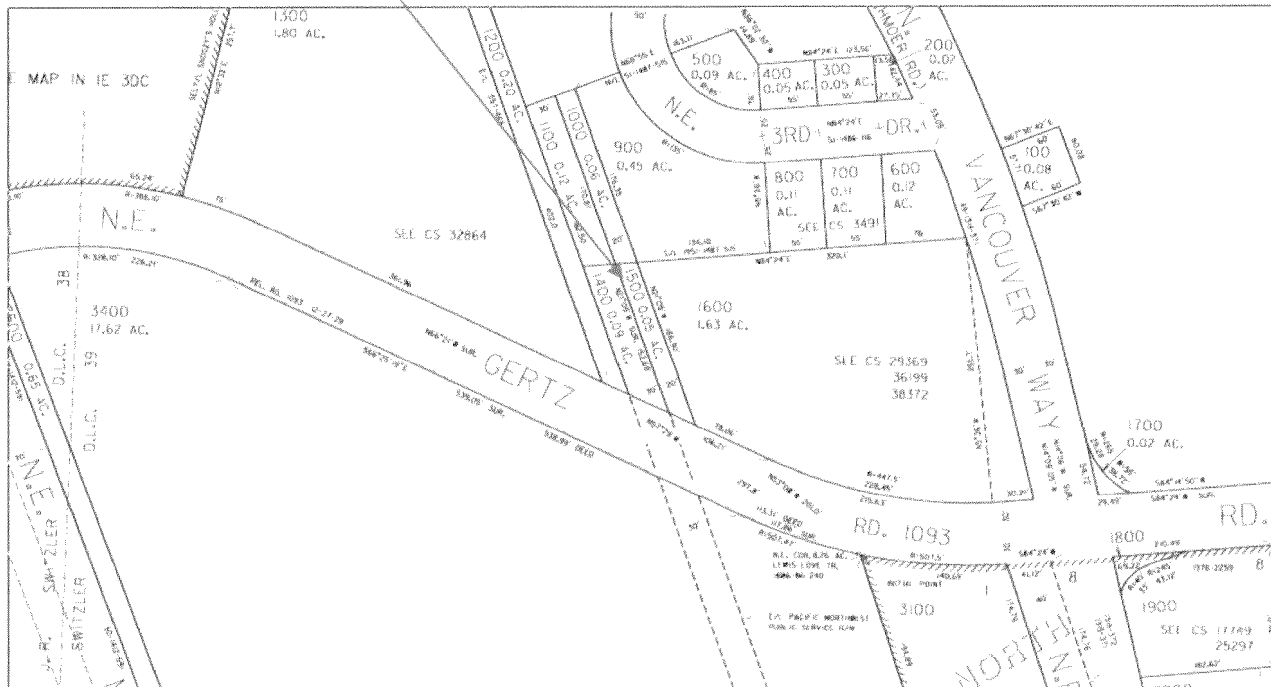
No citizen or government participation is anticipated.

## EXHIBIT A

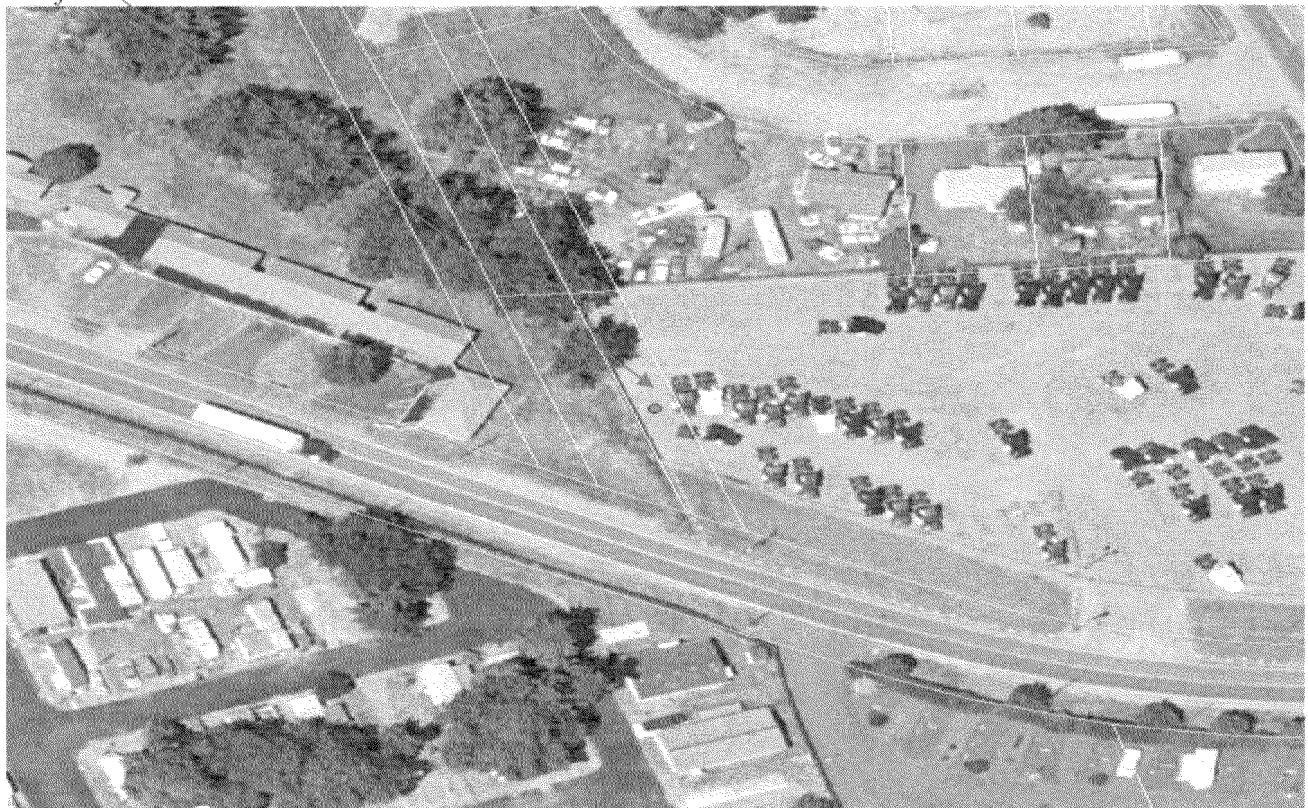
Property No.:8 at the auction.

Tax Account Number R315019 1N1E10AA -01500

Location: Strip of Land Adjacent to 259 NE Gertz Road



Subject



---

**Required Signatures**

---

**Department/  
Agency Director:**

*M. Cecilia Johnson*

**Date:** 03/08/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Wednesday, March 08, 2006 2:48 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: April 6 Agenda Auction Contract Sale to Westphal

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

**From:** CREAN Christopher D  
**Sent:** Tuesday, March 07, 2006 4:47 PM  
**To:** GRACE Becky J  
**Subject:** RE: April 6 Agenda Auction Contract Sale to Westphal

Becky –

I have reviewed the proposed resolution and contract for the sale of real property to Edgar and Patrice Westphal and they may be forwarded for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Tuesday, March 07, 2006 3:12 PM  
**To:** CREAN Christopher D  
**Subject:** April 6 Agenda Auction Contract Sale to Westphal

Hi Chris,

Attached for your review and approval are the April 6 Board Documents for the Auction Contract Sale to the Westphals.  
Thanks!

Becky Grace  
Multnomah County Tax Title  
PO Box 2716  
Portland OR 97208  
503-988-3590

3/9/2006

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

**RESOLUTION NO. \_\_\_\_\_**

Authorizing execution of Contract between Multnomah County, Seller, and EDGAR A. & PATRICE M. WESTPHAL, Purchasers, for Tax-Foreclosed Property sold at Public Sale and Deed to Purchasers at contract completion.

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. PATRICE M. WESTPHAL was the highest bidder at the sale for the property with a bid of \$26,000. The County acknowledges receipt of the sum of \$1,504, as deposit paid by Buyer. An additional amount of \$3,696 to be paid at the contract signing and the balance remaining \$20,800 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to EDGAR A. & PATRICE M. WESTPHAL, the following described real property:

As described in the attached Exhibit A.

ADOPTED this 6th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## EXHIBIT A (RESOLUTION)

### Tax Account R315019 Legal Description

A parcel of land situated in Section 10, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Beginning at the intersection of the east line of the Pacific Northwest Public Service Right of Way on the North line of N.E. Gertz Rd.;

thence N 21°05'00"W 166.90';

thence S 84°24'00"W to a point 20' west of the east line of said right of way when measured at right angles, said point also being on the east line of the Portland Electric Power Co. right of way, now vacated, conveyed to Kenneth P. and Julia Gustin, book 1528, page 428;

thence S 21°05'00"E 152.69' along said east line of Gustin property to the north line of N.E. Gertz Rd.;

thence Southeasterly along the North line of said road to the point of beginning.



**Until a change is requested, all tax statements shall be sent to the following address:**  
**EDGAR A. & PATRICE M. WESTPHAL**  
**1811 NW 93<sup>RD</sup> PLACE**  
**PORTLAND OR 97229**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

**CONTRACT 15821 OF SALE**

THIS CONTRACT is made and entered into on April 6, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and EDGAR A. & PATRICE M. WESTPHAL ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

**LEGAL DESCRIPTION TAX ACCOUNT R315019**

**A parcel of land situated in Section 10, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the intersection of the east line of the Pacific Northwest Public Service Right of Way on the North line of N.E. Gertz Rd.;**

**thence N 21°05'00"W 166.90';**

**thence S 84°24'00"W to a point 20' west of the east line of said right of way when measured at right angles, said point also being on the east line of the Portland Electric Power Co. right of way, now vacated, conveyed to Kenneth P. and Julia Gustin, book 1528, page 428;**

**thence S 21°05'00"E 152.69' along said east line of Gustin property to the north line of N.E. Gertz Rd.;**

**thence Southeasterly along the North line of said road to the point of beginning.**

**Purchase Price**

Purchaser agrees to pay for described real property the sum of \$26,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,504 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$3,696, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$176 on the 15<sup>th</sup> of May 2006, and a payment on the 15<sup>th</sup> day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26<sup>th</sup> day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.

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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

#### **Insurance**

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.

#### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

#### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of

soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

#### **Tax Notice**

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

THE TINDALL FAMILY PROPERTIES LLC  
2606 N NEWARK  
PORTLAND OR 97217

#### **Remedies.**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

#### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

#### **Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

#### **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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

BUYERS:

EDGAR A. & PATRICE M. WESTPHAL

By \_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

\_\_\_\_\_  
Patrice M. Westphal

STATE OF OREGON           )  
  ) ss  
COUNTY OF MULTNOMAH   )

This instrument, "Contract 15821 of Sale", was acknowledged before me the 6<sup>th</sup> day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

STATE OF OREGON           )  
  ) ss  
COUNTY OF MULTNOMAH   )

This instrument, "Contract 15821 of Sale", was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2006 by PATRICE M. WESTPHAL.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-042**

Authorizing Execution of Contract Between Multnomah County, Seller and EDGAR A. & PATRICE M. WESTPHAL, Purchasers for Tax-Foreclosed Property Sold at Public Sale and Deed to Purchasers at Contract Completion

**The Multnomah County Board of Commissioners Finds:**

- a. On February 28, 2006 Multnomah County conducted a public auction and sale of tax-foreclosed real properties, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. PATRICE M. WESTPHAL was the highest bidder at the sale for the property with a bid of \$26,000. The County acknowledges receipt of the sum of \$1,504, as deposit paid by Buyer. An additional amount of \$3,696 to be paid at the contract signing and the balance remaining \$20,800 is to be paid pursuant to the proposed Contract.
- d. The Sheriff delivered to the Buyer a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the date upon which the future payment will become due.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract.
2. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to EDGAR A. & PATRICE M. WESTPHAL, the following described real property:

As described in the attached Exhibit A.

ADOPTED this 6th day of April, 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES BOYLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

## **EXHIBIT A (RESOLUTION)**

### **Tax Account R315019 Legal Description**

A parcel of land situated in Section 10, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:

Beginning at the intersection of the east line of the Pacific Northwest Public Service Right of Way on the North line of N.E. Gertz Rd.;

thence N 21°05'00"W 166.90';

thence S 84°24'00"W to a point 20' west of the east line of said right of way when measured at right angles, said point also being on the east line of the Portland Electric Power Co. right of way, now vacated, conveyed to Kenneth P. and Julia Gustin, book 1528, page 428;

thence S 21°05'00"E 152.69' along said east line of Gustin property to the north line of N.E. Gertz Rd.;

thence Southeasterly along the North line of said road to the point of beginning.



**Until a change is requested, all tax statements shall be sent to the following address:**  
**EDGAR A. & PATRICE M. WESTPHAL**  
**1811 NW 93rd PLACE**  
**PORTLAND OR 97229**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15821 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and EDGAR A. & PATRICE M. WESTPHAL ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

### **LEGAL DESCRIPTION TAX ACCOUNT R315019**

**A parcel of land situated in Section 10, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the intersection of the east line of the Pacific Northwest Public Service Right of Way on the North line of N.E. Gertz Rd.;**

**thence N 21°05'00"W 166.90';**

**thence S 84°24'00"W to a point 20' west of the east line of said right of way when measured at right angles, said point also being on the east line of the Portland Electric Power Co. right of way, now vacated, conveyed to Kenneth P. and Julia Gustin, book 1528, page 428;**

**thence S 21°05'00"E 152.69' along said east line of Gustin property to the north line of N.E. Gertz Rd.;**

**thence Southeasterly along the North line of said road to the point of beginning.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$26,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,504 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$3,696, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$176 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

### **Application of Payments**

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
3. 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.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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.

### **Binding Effect/Assignment Restricted**

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

#### **TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement**

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

**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 Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

IN WITNESS WHEREOF, purchaser has set his/her 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.

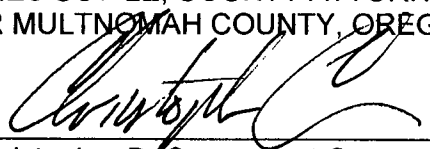
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Asst County Attorney

BUYERS:

EDGAR A. & PATRICE M. WESTPHAL

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Edgar A. Westphal

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Patrice M. Westphal

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15821 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_, 2006 by EDGAR A. WESTPHAL.

---

Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

STATE OF OREGON            )  
                                      ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_, 2006 by PATRICE M. WESTPHAL.

---

Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

**Until a change is requested, all tax statements shall be sent to the following address:**  
**EDGAR A. & PATRICE M. WESTPHAL**  
**1811 NW 93rd PLACE**  
**PORTLAND OR 97229**

**After recording please return to:**  
**Multnomah County Tax Title**  
**503/4/TT**

## **CONTRACT 15821 OF SALE**

THIS CONTRACT is made and entered into on **April 6, 2006** by Multnomah County, Oregon, ("the County"), a municipal corporation, and EDGAR A. & PATRICE M. WESTPHAL ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the real property described as follows:

### **LEGAL DESCRIPTION TAX ACCOUNT R315019**

**A parcel of land situated in Section 10, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon described as follows:**

**Beginning at the intersection of the east line of the Pacific Northwest Public Service Right of Way on the North line of N.E. Gertz Rd.;**

**thence N 21°05'00"W 166.90';**

**thence S 84°24'00"W to a point 20' west of the east line of said right of way when measured at right angles, said point also being on the east line of the Portland Electric Power Co. right of way, now vacated, conveyed to Kenneth P. and Julia Gustin, book 1528, page 428;**

**thence S 21°05'00"E 152.69' along said east line of Gustin property to the north line of N.E. Gertz Rd.;**

**thence Southeasterly along the North line of said road to the point of beginning.**

### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$26,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$1,504 has been paid, with receipt acknowledged by the County. An additional down payment amount of \$3,696, representing 20% of the full sale price is due at the time this contract is executed. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$176 on the 15th of May 2006, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.



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### **Application of Payments**

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If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

### **Default**

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In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 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; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/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 his/her property.

### **Tax Payments.**

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
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 without first obtaining express written permission from the County.
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5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described 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 of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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### **Binding Effect/Assignment Restricted**

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### **Indemnity and Hold Harmless Agreement**

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. 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 agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

### **Waste**

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

### **Hazardous Materials**

As used in this contract, 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.

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.

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS**", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

### **Remedies**

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

### **Severability**

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

### Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

### Conveyance of Title

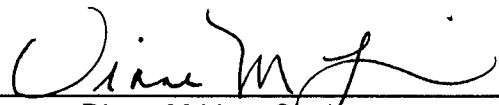
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

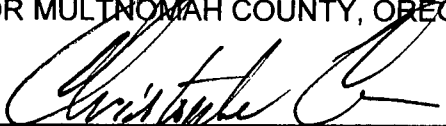
IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

BUYERS:

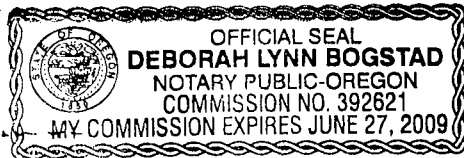
EDGAR A. & PATRICE M. WESTPHAL

\_\_\_\_\_  
Edgar A. Westphal

\_\_\_\_\_  
Patrice M. Westphal

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15821 of Sale", was acknowledged before me the 6th day of April, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 06/27/09

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_, 2006 by EDGAR A. WESTPHAL.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

Signed or attested before me on \_\_\_\_\_, 2006 by PATRICE M. WESTPHAL.

\_\_\_\_\_  
Becky J. Grace  
Notary Public for Oregon  
My Commission Expires 12/12/2008

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4-6-06

SUBJECT: Building Permits

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: SANDI WALLIS

ADDRESS: 1025 NE 36<sup>th</sup>

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_

EVE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Chairman Diane Linn:

Thank you for the opportunity to address our frustrations and concerns regarding obtaining a building permit within the Columbia River Gorge Area and Multnomah County. We have shied away from speaking out about the permit process or attending landholder meetings in the past for fear of retribution. But now we feel we must speak up so that others may not have to go through what we have. We purchased our property in May 1993. At the time the property included a home of approximately 3000 square feet with a foundation for a garage. There was also a pole barn at the rear of the property. We purchased the property with the understanding that we would (1) be able to build an in-ground pool with a pump house/storage building and (2) that we would be able to build on the garage that the original owners started but did not finish. In March of 1994 we contracted with Neptune Pools to have the pool built and we would build the pump house/storage building ourselves. The permit for the pool was obtained within a month and the excavation began. It took six months to obtain the permit for the 12 X 36 (432 sq ft) storage building. Imagine our frustration at having to look at a cement hole from April through October and not being able to use the pool until the following summer due to typical Oregon weather! Last summer we decided to begin the process of getting the garage built on the house. We hired a contractor to find out what would be required in the way of permits and building requirements to finish what the original owners started. After looking at the property as it now with several fir trees having grown quite considerably near the foundation that the original owners built, it was decided that it would be better to have a two stall garage next to the existing house with a three stall garage built at an angle single car deep rather than building the three stall double deep garage that the original house plans called for. We did not want to have to take out any more trees than would absolutely be necessary. Our house is in the middle of our 2.69 acres with trees in front and on the sides. The proposed addition would not be any more visible than the house is now. The contractor, architect, and the surveyor drew up the necessary paperwork and submitted it to Multnomah County Sept. 12, 2005. Our contractor told us that the county asked for certain vegetation and building material requirements and those specs were added to the application. During the first half of December 2005 (while we were on vacation), the county met with the contractor and the surveyor at our property. Multnomah County Planner George Plummer questioned why there were so many cars parked on our property. Our contractor explained that we collected cars and that was the main reason we wanted to build the garage so that we could get them out of the weather and not have to worry about damage from the wind and cold freezing temperatures anymore. We have had several of our cars damaged severely by tree branches and whole trees themselves falling on our cars during our very windy winters in Corbett. Our out of pocket expenses for damage to our cars is over \$10,000.00. Mr. Plummer then proceeded to take down license plate numbers. If he bothered to check them out he would have found out that all of our vehicles are licensed and insured in the state of Oregon. On March 3, 2006 after seven months of waiting, over \$5000.00 in fees, and trying to make sure everything was done right we received notice that our permit was denied. Talk about disappointment! It seems that a couple of people on the decision committee think that having a large garage is more of a detriment than some of our neighbors with large barns and outbuildings. The planning



commission's use of a quarter mile area for "like use" is a little puzzling to us as most properties in our area are 2.5 acres to 5 acres. There is quite a bit of space between each property that we really don't see why they should be concerned whether our houses and out-buildings match our neighbors or not. Corbett is not a typical neighborhood development! We are the only house with an in-ground pool within their quarter mile assessment but apparently they would rather we have cars parked all over the property instead of inside a matching garage to our house. If our house is so much bigger than all the other properties in the quarter mile area they are using as a guideline, how is it possible that it ever got built? We aren't asking to build a 10,000 square foot house, or a business that will create extra traffic, or even a building that would look out of place but judging by the planning commission's decision on our permit that is exactly how they seem to see it. This really seems unfair when we know if we were in Clackamas County that we would already have our cars parked in our new garage. We have appealed the decision and paid another \$250.00 fee to do so. We would appreciate any help you can give us to get our permit approved.

Thank you.

Roger and Sandi Wallis

#2

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/08

SUBJECT: THE VIEW POINT

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Geoff Thompson

ADDRESS: 40301 E Larch Mt Rd

CITY/STATE/ZIP: Corvallis OR 97331

PHONE: \_\_\_\_\_

DAYS 503-695-1811

EVE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#3

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/06

SUBJECT: Accountability — Land Use Planning

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Angelo Simone

ADDRESS: 40301 E. Larch Mountain Rd.

CITY/STATE/ZIP: Corbett, OR 97019

PHONE: \_\_\_\_\_ DAYS: (503) 695-5811 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Accountability — Land Use Planning  
\*also Corbett needs a police presence!

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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2. Written testimony will be entered into the official record.

## County chairwoman diane linn wants proof

**W**e're mad as heck! And we're not going to take it anymore!" By now, 1,540 residents in the 97019 zip code have received a bright green postcard bearing the first sentence. Many

of you have phoned us confused as to what the intent of Gorge Landholders United (GLU) is in sending out this mailer. As one of the board members of GLU, I'll tell you.

More than a dozen East Multnomah County property owners attended a Multnomah County Board of Commissioners meeting a few weeks back and related our stories of mistreatment from Multnomah County's land use planning department. Chairwoman Diane Linn said she needs "proof" of such allegations to act upon them and hold her planning department accountable. In a kernel, that was the reason for the Tuesday, March 7, meeting at Corbett Grade School — to organize people and help them document their stories so Chairwoman Linn can have the proof she has requested.

(The turnout for the meeting was tremendous. GLU will host its second meeting at 7 p.m.

Tuesday, March 21, at Corbett Grade School.

Ross Day from Oregonians in Action, which helped author Measure 37, will speak. Sen.

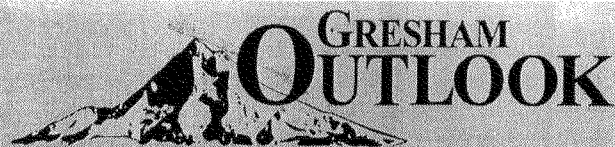
Jason Atkinson, Sen. Rick Metsger,

Commissioner Lonnie Roberts and Rep. Patti Smith have all been formally invited by GLU.)

About a dozen of you who were supposed to attend the Multnomah County Board of Commissioners meeting called at the last minute and said you were "afraid of retaliation" if you spoke out against land use planning. That was most disturbing to me. So, it's up to each of you to step forward and be counted, folks. Your silence protects no one. Silence is the voice of complicity. (The numbers of people coming forward are fast growing. You don't have to be afraid. You are not alone.)

Chairwoman Linn does not believe that county residents are being mistreated and are continuing to be mistreated by county planning department. We believe she will take appropriate action, especially in this election year if she is given the "proof" she has requested. But it's guaranteed she won't do anything if you don't come forward and speak out.

Accountability of County Commissioners and their employees is the reason and purpose of these meetings. Also, a change of attitude from the staff in land use planning to one of, "How can I help you?" Instead of, "How can I make your life more difficult?"



Saturday, March 18, 2006

Mark Garber  
Publisher

Tiffany O'Dell  
Managing Editor

96th Year - Number 22

3 sections - 42 Pages

Kari Hastings  
News Editor

Claudia Stewart  
Advertising Manager

Blake Jensen  
Commercial Printing  
Manager

Cheryl DuVal  
Graphics/Composing  
Manager

Deseri Forrester  
Office Manager/Legal  
Advertising

GLU has been hearing horror story after horror story from East County residents, especially people in the scenic area inflicted with the double whammy of the Columbia River Gorge Commission and the county. We want to offer you the opportunity to unite and create needed change at the county level.

The Gorge Landholders United (GLU) mission is to restore rights to Columbia River Gorge residents or secure compensation for their loss created by the Columbia Gorge Commission. We sought, and still seek, the commission to accept responsibility for the victims of its policies, even though the damaging activity might have happened under the rule of different commission members. We believe the commission must compensate these victims or return the use of their property on a timely manner. GLU board members include Rita Swyers of Hood River, also a board member of Oregonians in Action; Bobbie Miller, former president of Columbia Gorge United; Geoff Thompson and Angelo Simone, owners of the View Point Inn; Steven B. Andersen, founder of Advocates of Common Sense (in land use planning); and Bill Darcy of Corbett-Troutdale.

Try not to be late to the second meeting, as the last meeting was packed and you'll want to get a seat. This meeting is open to any and all citizens of Multnomah County who wish to unite and create change in government at the grass-roots level.

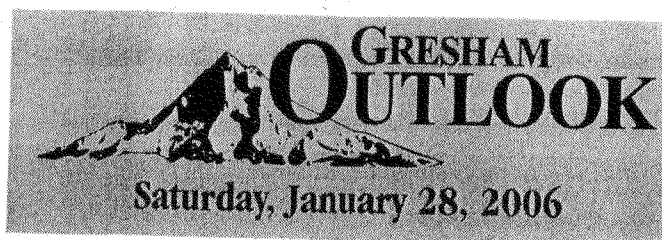
ANGELO SIMIONE  
Corbett

# Write down your complaints about the county

**W**e hang together, or we hang separately," Corbett resident Bud Davis told me. Bud and Midge Davis, who live up the road from us at The View Point Inn in Corbett, have quite a horror story to tell about the Multnomah County Land Use Planning Department. They both showed up this past Thursday, Jan. 23, signed up for public comment, and told Chairwoman Diane Linn and the Commissioners of their horrific experiences with the county trying to build a simple shed on their property. Linn asked for "proof" of those and any "accusations" against her land use planning department. Chairwoman Linn defended her "hard working" land use staff and doesn't believe they are treating people harshly or wrongly. I was speechless as my jaw hit the floor with a resounding thud.

A small and mighty 10-plus people spoke at that same Thursday Board of Commissioner's meeting. More than a dozen people who were going to attend told me, at the last minute, they were afraid to speak out against the land use planning department for fear of retaliation. My heart sank and I thought, "This is the United States of America and these people are afraid to exercise their right of free speech and speak out against perceived injustice." Martin Luther King Jr. said, "Injustice anywhere is a threat to justice everywhere." Are we going to allow tyranny to prevail over our inalienable rights as citizens of the great United States? Wake up! Separately we will get picked off one by one as has been the case out here in the gorge. United we stand, divided we fall. It may be you next. Thank God for brave soldiers like Bud and Midge Davis now on the front lines.

The Multnomah County Land Use Department has been riding the people in East County hard



MANAGING EDITOR TIFFANEY O'DELL  
PHONE: 503-492-5123  
FAX: 503-665-2187  
E-MAIL: TODELL  
@THEOUTLOOKONLINE.COM

and putting them away wet. Linn doesn't believe it. That translates into nothing is going to be done unless we unite, document our stories and give her the proof she says she needs. What can you do right now to begin? Write your story down, name names, collect facts, dates and data. Really take the time to reflect on your personal experience with the land-use planning department and detail it in writing. Gorge Land Holders United G.L.U. wants to help unite you and your stories and present the "proof" Linn requests. Get started on your stories now and have them ready when we meet in March. Let your East County Commissioner Lonnie Roberts and your local state Rep. Patti Smith, R-Corbett, know you want them to become involved.

Take back your power! You are not alone. There are others with stories like Bud and Midge Davis. I know because I have heard them. "We hang together or we hang separately." We will meet at 7 p.m. Tuesday, March 7, at Corbett School. For more information you can call Nev Scott at 503-695-2553.

ANGELO SIMIONE  
co-owner of the View Point Inn  
Corbett

## WHERE TO WRITE

### President of the United States of America:

- **President George W. Bush**  
The White House  
1600 Pennsylvania Ave.,  
Washington, D.C., 20500  
Comment phone: 202-456-1111.  
Fax: 202-456-2461  
Information: 202-456-1414  
Web site: www.whitehouse.gov.

### Oregon Legislature:

- **Sen. Laurie Monnes Anderson, D-25th District**  
State Capitol  
900 Court St. N.E. S310  
Salem, OR 97301  
In Salem: 503-986-1725  
Local phone: 503-618-3071  
E-mail: sen.lauriemonnesanderson@state.or.us
- **Sen. Rick Metsger, D-26th District**

- State Capitol  
900 Court St. N.E. S307  
Salem, 97301  
In Salem: 503-986-1726  
E-mail: sen.rickmetsger@state.or.us
- **Rep. Karen Minnis, R-49th District, Speaker of the House**  
P.O. Box 790  
Fairview, OR 97024  
Local phone: 503-666-7186  
In Salem: 503-986-1200  
E-mail: rep.karenminnis@state.or.us
- **Rep. John Lim, R-50th District**  
900 Court St. N.E. H-496  
Salem, OR 97301  
Local phone: 503-239-5200  
In Salem: 503-986-1450  
E-mail: rep.johnlim@state.or.us
- **Rep. Patti Smith, R-52nd District**  
P.O. Box 209  
Corbett, OR 97019  
Local phone: 503-668-1106

In Salem: 503-986-1452  
E-mail: rep.pattismith@state.or.us

### East County Mayors:

- **Gresham Mayor Charles Becker**  
1333 N.W. Eastman Parkway,  
Gresham, 97030  
Phone: 503-618-2306  
Fax: 503-665-7692
- **Troutdale Mayor Paul Thalhofer**  
104 S.E. Kibling,  
Troutdale, 97060  
Phone: 503-665-5175  
Fax: 503-667-6403
- **Fairview Mayor Mike Weatherby**  
P.O. Box 337, Fairview, 97024  
Phone: 503-674-6224  
Fax: 503-666-0888
- **Wood Village Mayor David Fuller**  
2055 N.E. 238th Drive,  
Wood Village, 97060-1095  
Phone: 503-667-6211  
Fax: 503-669-8723

# 4

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04.06.06

SUBJECT: LAND USE

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Sherwood Davis

ADDRESS: 36250 SE Gordon Cir Rd

CITY/STATE/ZIP: Corbett, Or 97019

PHONE: DAYS: 503-695-5291

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: LAND USE IS A NIGHTMARE

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#5

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 6 APR 06

SUBJECT: MC Land use Planning Staf

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Clint Davis

ADDRESS: 39203 SE Howard Rd Corbett

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: 503 685 5291 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Land use Public Relations

WRITTEN TESTIMONY: MCLU Public Relations Approach is  
Counterproductive to its Goal. - Citizens feel alienated  
like an Outlaw. Citizens feel afraid to ask for Permission/Permits  
for development of even the simplest kind.

**IF YOU WISH TO ADDRESS THE BOARD:** YES

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#6

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/06

SUBJECT: Land Use

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: ☒ THE ABOVE AGENDA ITEM

NAME: Shuley Knutke

ADDRESS: 41601 SE Loudon

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: 503-695-6572 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Over turning an approved application because of his submitted

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



From Bob and Shirley Knittle  
40601 SE Loudon Rd  
Corbett OR. 97019

Trying to work with MCC Land Use Planning people is a very difficult task. One gets the idea some planners are not there to help but to try to stop all progress. The inconsistency we encountered made the task more stressful. We had a pre-filing meeting with one planner (Don Kienholz) but received the letter reviewing the pre-filing meeting from another planner (Lisa Estrin). The application was to build a pole barn for storing equipment to maintain an existing Christmas Tree farm next door to our property. The letter from Lisa stated we could not build a structure because the land was zoned CFU 4. It appears there is no main building in the site so Staff is doubtful that it will be feasible to approve an accessory building. If we were to combine our property with the property next door, which we planed to buy, it may be possible to approve another structure. Because our property already has a large accessory building, Staff may not be able to find that the proposed building is customarily accessory and/or incidental with the residential use. I called the tax department to verify the zoning and all 6.7 acres of the property are in farm deferred status. The rules states a farm building is a customarily accessory building to a Christmas Tree growing operation. When I brought this to Lisa attention her reply was "I must has missed that when I looked it up" So I updated the application so we could continue the process.

The letter from Lisa also stated that the structure did not meet the yard measurement criteria and we would have to submit another application starting with a pre-filing meeting. According the East of the Sandy Rural Plan an agricultural structure may have a minimum side and rear set back of 30 feet so there was no need for an additional application.

When we received the letter from Lisa I talked to Derrick Tokos to request we have another planner handle our application. Because the last time we worked with Lisa it was not a pleasant experience. He said because of the workload he could not change the planner but he would speak to her. He did talk to her and she was very nice when we talked but not very helpful. Also our application took 142 days to be approved. I know of another application (handled by another planner- Tammy) that was submitted about one month after ours and was approved one month ahead of ours. That application was much more involved than ours. So speaking to Lisa just made matters worse although she was very pleasant when I talked to her I believe she made us wait the full time because I talked to her boss. The application was approved on 9/30/05.

#### NON PROFESSIONAL

A 14 day to comment letter was sent, one neighbor commented she was opposed to the building and two other people living about 4 miles away (both friends the neighbor) made comments about the size of the building. When Lisa called to tell me about the comments I told her I used a scooter part time and I needed extra room to navigate the

scooter and there are ADA guidelines I would like to follow. I believe Lisa discussed our applications with our neighbor because the ADA topic was mentioned in the presentation Ms Sears gave at the appeals hearing. I did not mention the ADA guidelines to any other person only Lisa.

Our neighbor Ms Cloudy Sears (who has connections with the Gorge Commission) appealed the application presenting a list of lies. One of the lies stated that the building was going to be used to store classic cars. Ms. Sears also states "The idea of us making an investment in the property for farming is not believable and actually preposterous." She also states "after all the years of lucrative real estate investing (they have many rentals and other properties), that we would spend our senior years as farmers is unbelievable She accuses us of fabrications of intended use of the building" She also claims we had a warehouse of classic cars stored in Olympia that we planned on bringing down to store in the proposed building. The above statements are not true, we do not have cars stored in Olympia nor do we have many rentals and other properties. From the beginning we planned to purchase the property, put up a building, clean up and maintain the existing Christmas Tree farm and then expand the operation.

Ms Sears argues the propose building is not needed. She is able to farm her two acres of Christmas Trees with minimal equipment and only uses a 5'x 6' storage space. What she did not mention is she borrows the large equipment and anything else she needs from the neighbor. We had planned to expand the existing farm to include about 6 acres of the property, which is about 2/3 bigger than her operation.

It was discovered during the hearing that the existing Christmas Tree farm was not maintained for a few years because of the owner is very ill and that is why he is selling. The hearing officer stated "as no Christmas tree operation currently exist on the subject property, the building proposed by the applicant can not be a structure accessory to farm use." The property has been a working Christmas tree farm for about 30 years. Although the land has not been maintained for a few years, there are Noble Fir trees that could be harvested this year. We asked the building permit be issued with conditions. These conditions were that we get the 200 + existing mature Noble Fir trees ready for harvest in 2006, remove the volunteer trees (Hemlock and Alder), shape the smaller trees to be ready for harvest in the following years and plant 250 new Noble Fir trees. The hearing officer states that this is a step in the right direction she does not believe these actions will bring the property into farm use. Because of the lies presented by Ms. Cloudy Sears the hearing officer also questioned weather the building is really designed to be an accessory building rather than to serve as a non-farm purpose. I find it hard to believe that someone can present a list of lies that can overturn the already approved application. The decision was without currently existing farm use the proposed building cannot be an accessory to farm use. The application was denied. According to the records at the tax department the property was still in farm deferred status at the time of the hearing. Without a building all the equipment necessary to expand and maintain the existing farm will have to be outside in the weather for the time it takes to prove the land is being farmed. This decision cost us a lot of money in fees and capital gains tax and a lot of wasted time. It is unbelievable that someone who is opposed to almost everything

(Ms. Cloudy Sears) is allowed to present lies that influences the decision of the hearing officer. I would have understood if the Hearing Officer approved a smaller building but no building when there has been a Christmas tree farm on the property for 30 years seem unreasonable.

Another point that was mentioned in the appeal was the only structure on the property was illegal. No permit was issued for the existing building and the property is out of compliance with MCC Land Use Code. This structure 16' by 20' was built about 25 to 30 years to be used as a loafing shed for cattle. At that time there was no requirements for a building permit for farm structures. If this structure was illegal why was the application approved without mention of an illegal structure or a condition to remove it. I think it should be the responsibility of the planner to point out such things. Having this be an item for an appeal could have been avoided if Lisa would have informed us. If the structure was legal why could it be used as a point in the appeal process?

I am not opposed to having zoning laws. They are crucial for preserving the integrity of the farm and forest areas but the enforcement of these laws by MCC planning are excessive and unreasonable. Our home is zoned CFU 4, the area is mainly small farms and residential but we are governed by rules that pertain to large forest operations. The zoning rules and the enforcement must be reviewed.

#7

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04/06/06

SUBJECT: Corbett

AGENDA NUMBER OR TOPIC: land use planning

FOR: \_\_\_\_\_ AGAINST: X THE ABOVE AGENDA ITEM

NAME: Robert Johnson

ADDRESS: 38623 Hillview Hwy

CITY/STATE/ZIP: C.G.

PHONE: \_\_\_\_\_

DAYS: 503 695 5231

EVEs: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: I can speak on behalf  
of a person who, in spite of all  
assurances, still fears the county  
and refuses to let her name be used

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk. .
2. Written testimony will be entered into the official record.

I am writing in behalf of a Corbett lady who does not want her name to be used because she is afraid of retribution by some county official. I will not say that her fear is unreasonable. I am fully aware of her circumstances, and I can vouch for the accuracy of her story as I will recount it.

The lady in question is aged. During a recent year there was a family decision that she should sell her house in Portland and purchase a mobile home that could be moved onto the property of her granddaughter in Corbett. This was permissible under zoning rules that allow such an arrangement for an aged parent, in this case a grandparent. It involved a lot of problems to make way for the mobile home. The site was on a slight incline, so a firm was hired to level the land. County officials insisted that electric and water service be provided separate from that of the granddaughter. Concrete anchors were installed to protect the unit from the wind

After the project was finished and the old lady had moved into her new dwelling, a county inspector arrived on the scene and expressed horror at the slope behind the mobile home. When the ground was leveled, a bank two or three feet high was left about six feet behind the home. This has to have a concrete retaining wall, insisted the inspector. It was pointed out to this gentleman that many years ago the original owners of the property had sliced away a much larger section in a slope that is much steeper to provide access to the back of a nearby barn. That slice, 10 or 12 feet high, had been there for decades with no sign of erosion.

It doesn't matter, insisted the inspector. You have to install a concrete retaining wall. Well, then, he was asked, what about using old railroad ties, wouldn't that do just as well at a lesser cost? The inspector wouldn't hear of it. It must be concrete. It was pointed out to him that a nearby county road is protected from an embankment by a wall of railroad ties and it has been there for many years. No matter. Only concrete will do.

This poor old lady had to fork up \$3500 to pay for the installation of an unsightly and totally unnecessary 40-foot long piece of concrete. It doesn't take an engineer to know that the wall is unnecessary. It is apparent to any casual observer. Further, trees now are growing along the wall, and they probably are even more effective than the wall itself and of course in time will become even more so..

This county inspector did not order that wall as a matter of safety. It was apparent to everyone around there at the time that he was interested only in the harrassment of a hapless old lady. She had no defense against him. His attitude through the entire procedure displayed extreme arrogance.to both the old lady and the granddaughter who was striving to make a home for her.

Robert Johnson  
38623 Historic Columbia River Hwy.  
Corbett  
March 21, 2006

# 8

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/06

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Areta Schmidt

ADDRESS: 40900 E. Sarch Mt. Rd

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: 503 695 5472

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: I am 79 years old and  
wish to have my sons family build on  
our property as a permanent home.  
A non permant home is the only  
alternative and would be expensive & pro  
hibitive.

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

## ACTION ALERT

### TO PROPERTY OWNERS IN MULTNOMAH COUNTY

This is your opportunity to express your views about Multnomah County Land Use Planning Department. This survey is to document any and all mistreatment, harassment or injustice perpetrated against you by Multnomah County Land Use Planning Department.

**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

**METHOD: SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD**

**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Areta Schneider County Mult State OR

Address 40900 Larch Mt Rd

Phone 503 695 5472 fax \_\_\_\_\_ E-mail cim@surg2k.net

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? 56 years

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 50 x 100 Dwellings? Yes



Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? \_\_\_\_\_

Yes - All

What financial or economic use did you suffer from such action? \_\_\_\_\_

High and low estimate of loss. High 2,000,000 Low 750,000

Basis for estimate Equivalent Value of sub divide  
for just 2 divisions

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? \_\_\_\_\_

Yes

Did you get a timely response? No A courteous response? No

Fat Pig Friend of Gorge was obstructing

AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

Mult County Combined Separate Properties  
in '70s <sup>Tax property</sup> Loss of Separate buildable  
7 acres with view. Can not  
sub divide 25 acres into 3 Lots  
as originally planned.

\$ 3,000,000 ?

In 2000 had attorney get as  
far as getting someone in Planning to  
admit that tax lots joined involuntarily

#9

Citeck

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04.06.06

SUBJECT:

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Larry Broeckel

ADDRESS: 38500 Crown Pt. Hwy

CITY/STATE/ZIP: Corbett

PHONE: \_\_\_\_\_ DAYS: 503 492 9601 EVES: —

EMAIL: broeckel@yma.com FAX: \_\_\_\_\_

SPECIFIC ISSUE:

WRITTEN TESTIMONY: problems with land  
use Dept

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#10

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4-6-06

SUBJECT: Corbett Land Use Enforcement

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Cynthia Winter

ADDRESS: P O Box 198

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_

EVES: 503-695-6556

EMAIL: winter@cascadiaaccess.com

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: ✓ attached

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

April 6, 2006

Chair Linn  
Multnomah County  
501 SE Hawthorne Blvd.  
Suite 600  
Portland OR 97214

Dear Chair Linn and Multnomah County Commissioners,

On March 21<sup>st</sup> my husband Brian and I attended a meeting in Corbett organized by Gorge Landowners United. The meeting, facilitated by the owners of the View Point Inn as well as members of Oregonians In Action, focused on issues they have had in dealing with County Commissioners and members of the Land Use Planning staff. We strongly feel that the County needs to understand that this group in no way represents the majority of landowners in Corbett.

As we understand it there are two key issues of concern for this group. One is a human resource issue and the other is a land use issue. We personally believe that everyone deserves to be treated with respect and in a helpful and pleasant manner when dealing with County employees at all levels of government. We have dealt with a number of County staff members over the past couple of years and found them to be patient, respectful and attentive. If there are indeed issues with employees - the County needs to address them accordingly and within the law. However, HR issues are very different than land use regulations. Just because an employee is possibly having performance issues does not mean that that the land use laws and regulations should be tossed out or not enforced!

We value the diverse character of our rural community and the land use protections we have. We value living in a National Scenic Area and honor the beauty nature has given us - the last thing we want to see is urban sprawl, subdivisions or random zoning decisions in such a unique geological part of our State. We respect the public processes that the County has implemented as well as the public involvement that was part of the East of Sandy Rural Area Land Use Plan and the vision for our community that came out of it.

Please do not give into the demands and intimidation of a few. Please protect the character of our rural community for present and future generations by respecting the public processes that have taken place and **enforcing** our existing land use laws.

Brian and Cynthia Winter  
P. O. Box 198  
Corbett OR 97019  
503-695-6556

#11

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/06

SUBJECT: Corbett Area Land Use

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: John F. Christensen

ADDRESS: 39825 Gordon Creek Rd.

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_

DAYS: (503) 413-7544

EVES: \_\_\_\_\_

EMAIL: Nagarkot247@gmail.com

FAX: \_\_\_\_\_

SPECIFIC ISSUE: Land Use Protections for Multnomah County  
East of Sandy Area

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

## **ACTION ALERT**

**TO:** Diane Linn, Multnomah County Chair

**RE:** Survey of Corbett area property owners

**DATE:** 3/21/06

I have been a landowner in the Corbett area for over 20 years. I have not had any adverse experiences with the Multnomah County Planning Commission.

In previous hearings before the Planning Commission, I have found them to be responsive to the voice of the community on various land use issues affecting this community.

Like many other area landowners, I am concerned about maintaining protections for farm and forest land, and I believe the Multnomah County Comprehensive plan for the East of Sandy area should preserve the rural character of this community.

John F. Christensen  
339825 Gordon Creek Rd.  
Corbett, OR 97019  
(503) 695-2474  
Email: Nagarkot247@gmail.com

#12

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE:

4-6-04

SUBJECT:

Mult. Co. Land use

AGENDA NUMBER OR TOPIC:

Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME:

Susan Fry

ADDRESS:

123 NE Littlepage

CITY/STATE/ZIP:

Corbett OR 97019

PHONE:

DAYS: 503-695-3393

EVENING:

EMAIL:

FAX:

SPECIFIC ISSUE:

attack on Mult. Co. planning

WRITTEN TESTIMONY:

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#13

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04.06.06

SUBJECT: Land 158

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Darwood Davis

ADDRESS: P.O. Box 158

CITY/STATE/ZIP: Corbett, OR

PHONE: \_\_\_\_\_ DAYS: 503-645-2131

EVE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: land use problems

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

## ACTION ALERT

### TO PROPERTY OWNERS IN MULTNOMAH COUNTY

This is your opportunity to express your views about Multnomah County Land Use Planning Department. This survey is to document any and all mistreatment, harassment or injustice perpetrated against you by Multnomah County Land Use Planning Department.

**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

**METHOD: SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD**

**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Derwood W. Davis County Holt. State OR

Address 45301 E. Birch Mt Rd

Phone 503-695-2131 Fax 503-695-2159 E-mail bdavis@astadeaccess.com

How did you obtain your land? Purchase        Inherited ☒ Other       

How long have you owned the property? 30 yrs

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 3 Acres Dwellings? yes

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? yes

What financial or economic use did you suffer from such action? \_\_\_\_\_

who knows -

High and low estimate of loss. High \_\_\_\_\_ Low \_\_\_\_\_

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? yes - both

Did you get a timely response? no A courteous response? no

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

## Problems with the planning commission

Derwood W. Davis  
45301 E. larch Mt. Rd.

Our family has occupied this property since 1906. We, ourselves, have lived here for over thirty years, so we are not newcomers. Neither are the problems we have had with the county planning.

Our first experience, we were told that we would have to pay for widening the road the full length of the property, or no building permit.

In 1991 when we applied for a permit to remodel the house, we were told, "you will not get this permit, you have no business living there to begin with, why don't you move into town where you belong?". After numerous trips to the office, hundreds of hours spent, and finally through the direct intervention of commissioner Kelly, after nearly a year, we received the permit.

In 1993, we had applied for a health hardship permit in order to have help in caring for an invalid mother. We found a man in the brush across the road taking pictures of our place. When asked of his motives, he replied that his instruction was to find zoning violations that would justify denying the permit. We had all the documentation, including request from the doctor, but they were adamant. Because of the added stress, Mrs. Davis, who was the primary care giver made several trips to the hospital emergency room, creating more stress and more expense. Here again there were several months wasted, money spent unnecessarily, including attorney fees. We finally did receive the permit with the stipulation of a \$1000.00 bond to guarantee removal when the permit expired. It took three years after the temporary unit was gone to get a refund on the bond, and again it took intervention from commissioner Kelly.

In 2003, we applied for a lot line adjustment. At first we were told, "no problem" Yet after seven trips to the planning office, and after having the examiner examine every inch of both properties, fulfilling all her requirements, including a "permit" for a "non-permit" building", the application was denied. Mr. Tokas assured us that no reason was necessary, "the answer is no". "you can appeal the decision for a thousand dollars, but the answer will still be no"

In every single instance, with out exception, each trip to the planning commission turned into an expensive frustration, seemingly the only goal of the employees of Multnomah County, who should be helping the tax-payers solve their problems, rather than become part of them.

These are only samples. The list is endless. It appears property rights do not exist in east Multnomah County.

# 14

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

MEETING DATE: 4-6-06

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Mildred R Davis

ADDRESS: P.O. Box 158

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: land use planning

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#15

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04-06-06

SUBJECT: MULTNOMAH COUNTY PLANNING

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: X THE ABOVE AGENDA ITEM

NAME: Thomas Hooker

ADDRESS: 551 NE. Curtis Drive

CITY/STATE/ZIP: Corbett OR 97019

PHONE: \_\_\_\_\_ DAYS: 5036955578 EVES: \_\_\_\_\_

EMAIL: HookerTom@net2000.net FAX: \_\_\_\_\_

SPECIFIC ISSUE: PLANNING COMMISSION ATTITUDE

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#16

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4-6-06

SUBJECT: Planning Procedure and  
Phone System

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Bernard G. Younken

ADDRESS: 42719 S.E. Hogue Mill Rd

CITY/STATE/ZIP: Corbett OR 97019 9713

PHONE: DAYS: 503 695-2855

EVES: Same

EMAIL: \_\_\_\_\_

FAX: 503 695 6355

SPECIFIC ISSUE: Phone Answering System

WRITTEN TESTIMONY: Impossible to talk to some one if you don't  
know name or extension

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#17

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 04.06.06

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

Public Comment

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: \_\_\_\_\_

Rita Swyers

ADDRESS: \_\_\_\_\_

200 Eastside Rd

CITY/STATE/ZIP: \_\_\_\_\_

Hood River 97031 Hood River

PHONE: \_\_\_\_\_

DAYS: \_\_\_\_\_

EVENING: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

**April 6, 2006**

**Dear Multnomah County Commissioners.**

**You represent the most populated county in Oregon.**

**You have a tremendous responsibility to represent a great number of people.**

**I have attended two meetings in Corbett, OR recently, where residents feel they have no rights and no voice in Multnomah County. The first meeting had over 75 people present. The second meeting had over 100 people present.**

**These are residents, whom you represent, that believe they have lost all of their property rights in your county. I especially remember one couple that went to your planning department to make a request. They had lived in East Multnomah County for many years. They were a credit to your county as well as proud Americans. A Multnomah County staff person put her finger in their face and told them they had no right to live in the Gorge.**

**Recently, I attended a land use forum in Wilsonville, OR. This was a gathering of over 700 people who are concerned about property rights in Oregon. When Multnomah County was mentioned at this meeting, those present groaned in unison. It was as if there is no hope in this county.**

**I come here today, not to chastise but rather to beg you to look at your land use planning process.**

**I urge you to listen to the people who have come to testify today, so that you might ease their burden as true public servants ought to do.**

**You are in a position to make this a great county that adheres to the basic principles of freedom. Government has become very complex but you have the ability to cut through the red tape and make your policies work for your people.**

**Do not be blinded by the promises and threats of the radical environmental movement. Yes, I am referring to the so called "Friends" groups. They are friends of no one in Oregon. The people that can make you into the great leaders you wish to be are sitting in this room with their stories that need your attention.**

**Please listen to these people. Let's put Multnomah County and Oregon back on the map as a beautiful place where people live freely, in harmony without the yoke of obsessive government holding them back. They will not destroy the beauty of our state. They will enhance it and make you, as our leaders, look great.**

**Rita Swyers, 2000 Eastside Road, Hood River, OR 97031 Phone 541-386-4961**

#18

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4/6/06

SUBJECT: Public Comment - ~~the~~ Col. Gorge  
commercial activities

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Michael Lang

ADDRESS: 522 SW 5th Ave STE 720

CITY/STATE/ZIP: Portland 97204

PHONE: \_\_\_\_\_

DAYS: 503 241 3762

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

MICHAEL LANG HANDOUT  
04.06.06 Public Comment

### **Multnomah Co. Scenic Area Support petition**

*Dear Commissioners: We, the undersigned, support the protection of the Columbia River Gorge through the Columbia River Gorge National Scenic Area Act. The Columbia River Gorge is a national scenic treasure that should not be exploited for personal financial gain. We are concerned by recent efforts to expand commercial activities within the Columbia River Gorge National Scenic Area and urge the county to hold the line against commercial expansion. We support Multnomah County's efforts to protect the Columbia River Gorge by strongly enforcing its National Scenic Area ordinances.*

Add the following person to the petition

Full Name: Katherine Powell

Home Address: 1536 SE 24th Ave

City: Portland

State: Oregon

Zip Code: 97214

County: Multnomah

e-mail: kitty@swinth.net

Phone Number

Your Message: Please protect the gorge. It is one of the most beautiful places on earth - and will draw much more benefit to all Oregonians if it is protected.

Thank you, Kitty Powell

Add the following person to the petition

Full Name: Jon Ziring

Home Address: 13909 NE Marine Dr

City: Portland

State: Oregon

Zip Code: 97230

County: Multnomah

e-mail: vote@ziring.com

Phone Number

Add the following person to the petition

Full Name: Norma Reich

Home Address: 2450 SE Taylor St.

City: Portland  
State: Oregon  
Zip Code: 97214  
County  
e-mail: reihn@peak.org  
Phone Number: 503-230-2802

Add the following person to the petition

Full Name: Wilbern L Dixon  
Home Address: 10330 NE THompson St  
City: Portland  
State: Oregon  
Zip Code: 97220-3749  
County: Multnomah  
e-mail: willdixon42@msn.com  
Phone Number: 5032536455  
Your Message: Please, NO further development in the Columbia River Gorge.

Add the following person to the petition

Full Name: David Kracke  
Home Address: 1310 SW Hume Street  
City: Portland  
State: Oregon  
Zip Code: 97219  
County: Multnomah  
e-mail: david@craignicholslaw.com  
Phone Number: 503-224-3018  
Your Message: I fully suport the text of this petition and urge all County Commissioners to keep the Gorge wild and not comercially developed. This will be a bellweather issue for me when I vote in the next elections.  
--

Add the following person to the petition

Full Name: Ronald Atwood  
Home Address: 2311 NE Hancock St.  
City: Portland  
State: Oregon  
Zip Code: 97212  
County  
e-mail: ratwood@ronaldwatwood.com

Phone Number: 503 525-0963

Your Message: It is time to strengthen protection of the Gorge. The National Scenic Area needs to be protected. It does not need additional commercial activity.

Add the following person to the petition

Full Name: Sarah Blanke

Home Address: 6436 NE 37th Ave

City: Portland

State: Oregon

Zip Code: 97211

County: Multnomah

e-mail: sfeena@yahoo.com

Phone Number

Your Message

Add the following person to the petition

Full Name: Donna Lewis

Home Address: 4564 NE 83rd Ave

City: Portland

State: Oregon

Zip Code: 97220

County: Multnomah

e-mail: djlewis03@hotmail.com

Phone Number: 503 255-4814

Your Message: I will not vote to elect any official that will allow and or support the exploitation of the Colombia River Gorge by and through commercial expansion.

Add the following person to the petition

Full Name: Michael Lang

Home Address: 2721 SE 43rd Avenue

City: Portland

State: Oregon

Zip Code: 97206

County: Multnomah

e-mail: lang6003@comcast.net

Phone Number: (503) 490-3979

Your Message

Add the following person to the petition

Full Name: Flora Huber

Home Address: 13650 SE 177th ave

City: Boring

State: Oregon

Zip Code: 97009

County: Clackamas

e-mail: flobell17@comcast.net

Phone Number: 503-658-5710

Your Message: Please save the Columbia River Gorge for future generations, not for just a few. We have held off the onslaught of businesses and large homes being built in the Columbia Gorge lets not drop the ball now. Portland has it's own Forest Park, let the people of Oregon and around the world have a pristine part of Oregon too.

Add the following person to the petition

Full Name: Marsha B Livingstone

Home Address: 2577 N W Westover Rd

City: Portland

State: Oregon

Zip Code: 97210

County: Multnomah

e-mail: mliving@comcast.com

Phone Number: 503 223 8971

Your Message

Add the following person to the petition

Full Name: Mark C. Mason

Home Address: 1704 SE 52nd Ave

City: Portland

State: Oregon

Zip Code: 97215

County: Multnomah

e-mail: mark@edt.com

Phone Number: 503-335-0529

Your Message: Please keep the Gorge Scenic Act protecting the natural resources of the gorge. We need more development there like we need a hole in the head.

Mark Mason

Add the following person to the petition

Full Name: Nathan Baker  
Home Address: 4432 SE Main Street  
City: Portland  
State: Oregon  
Zip Code: 97215-2439  
County: Multnomah  
e-mail: nathanb@mindspring.com  
Phone Number: 503-232-9731  
Your Message

Add the following person to the petition

Full Name: emstaples@yahoo.com  
Home Address: 2728 SE 49th Ave  
City: Portland  
State: Oregon  
Zip Code: 97206  
County: Multnomah  
e-mail: emstaples@yahoo.com  
Phone Number: 503-449-9967  
Your Message

Add the following person to the petition

Full Name: Michael O'Leary  
Home Address: 550 SE 60th Ave. #208  
City: Portland  
State: Oregon  
Zip Code: 97215  
County: Multnomah  
e-mail: moleary1971@yahoo.com  
Phone Number  
Your Message

Add the following person to the petition



Full Name: Rhett Lawrence  
Home Address: 6445 N Commercial Ave  
City: Portland  
State: Oregon  
Zip Code: 97217  
County: Multnomah  
e-mail: rhettlawrence@yahoo.com  
Phone Number: 503-286-0215  
Your Message

Add the following person to the petition

Full Name: Susan L. Boyl  
Home Address: 2030 NW 7th PL  
City: Gresham  
State: Oegon  
Zip Code: 97030  
County: Multnomah  
e-mail: susan.boyl@mcsos.us  
Phone Number: (503) 492-1593  
Your Message: Environmental acts like this would be appreciated by multiple generations to come.  
-

Add the following person to the petition

Full Name: John Atherton  
Home Address: 216 SE 40th  
City: Troutdale  
State: Oregon  
Zip Code: 97060  
County: Multnomah  
e-mail: jlathe@verizon.net  
Phone Number: 503-666-6928  
Your Message

Add the following person to the petition

Full Name: Sarah K. Collins  
Home Address: 805 NE 29th Avenue  
City: Portland  
State: Oregon

Zip Code: 97232  
County: Multnomah  
e-mail: kaliopelaughs@yahoo.com  
Phone Number: (541)760-8206  
Your Message

Add the following person to the petition

Full Name: Claudia Curran  
Home Address: 38835 E.Hist.Col.R.Hwy  
City: Corbett  
State: Oregon  
Zip Code: 97019  
County: Multnomah  
e-mail: cpcurran@netzero.com  
Phone Number: 503 695-5718

Your Message: Please do not allow pressure from Oregonians In Action activists, and other splinter groups to influence your decisions on plan amendments put forth by developers to the Gorge Commission. These changes benefit only those looking to get rich, at the expense of the Gorge protections, and those of us who support those protections. Please vote to hold the line against commercial expansion in the N.S.A.

--

Add the following person to the petition

Full Name: Philip Pizanelli  
Home Address: 38835 H.Col.River Hwy  
City: Corbett  
State: Oregon  
Zip Code: 97019  
County: Multnomah  
e-mail: cpcurran@netzero.com  
Phone Number: 503-695-5718 (unl.)

Your Message: Recent decisions by the Gorge Commission regarding commercial events and Historic, or eligible Historic properties to hold commercial events are not in keeping with the intent of the N.S.A. Please hold the line on these events in RESIDENTIAL neighborhoods. Thank You

Add the following person to the petition

Full Name: Velma Heckman  
Home Address: 1806 NE 94th St. #54  
City: Vancouver

State: Washington  
Zip Code: 98665  
County:  
e-mail: heckmanv@excite.com  
Phone Number: 360-574-2054

Your Message

Please retain the Columbia River Gorge Scenic Act provisions to keep it as a visual, natural site through out the area it covers. Commerical ventures do not belong within its boundaries. Even now the air quality is harmful and will impact plants, rocks, animals. Respect this area as one comparable to Yellowstone or Yosemite or Glacier.

Add the following person to the petition

Full Name: Barbara Strasbaugh  
Home Address: P.O. Box 202  
City: Corbett  
State: Oregon  
Zip Code: 97019  
County: Multnomah  
e-mail: criticalaction@earthlink.net  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Marc swanson  
Home Address: 1333 se 37th ave  
City: portland  
State: Oregon  
Zip Code: 97214  
County: Multnomah  
e-mail: mswanson888@yahoo.com  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Vera Jagendorf  
Home Address: 720 SE Pounder Rd.  
City: Corbett  
State: Oregon  
Zip Code: 97019

County: Multnomah  
e-mail: veraj@europa.com  
Phone Number  
Your Message: Protection for the Columbia River Gorge is vital.  
--

Add the following person to the petition

Full Name: Cynthia Winter  
Home Address: P. O. Box 198  
City: Corbett  
State: Oregon  
Zip Code: 97019  
County: Multnomah  
e-mail: winter@cascadeaccess.com  
Phone Number: 503-695-6556  
Your Message  
-

Add the following person to the petition

Full Name: Niseema Young  
Home Address: 1005 SE Nehalem  
City: Portland  
State: Oregon  
Zip Code: 97202  
County: Multnomah  
e-mail: ramsitaram@comcast.net  
Phone Number: 503-320-7352  
Your Message: DON'T LET THESE PEOPLE DESTROY THIS PRISTINE GIFT!  
--

Add the following person to the petition

Full Name: James Robert Arnoux  
Home Address: 4401 SW 40th Av  
City: Portland  
State: Oregon  
Zip Code: 97221  
County: Multnomah  
e-mail: jarnoux@msn.com  
Phone Number: 503 294 0152  
Your Message: As a hiker, camper, and lover of the out-of-doors I find it sad the greed and obvious lack of appreciation of this jewel we claim as our home territory. Would

these people live in close proximity of a casino or Wal-Mart or any other vestige of human existence if they had the choice? I doubt it. My father is native American from the Glacier Park area and building casinos or any such gambling venues on the Blackfoot Reserve or in close proximity has been forbidden. What a refreshing concept. I could never fathom the mix of crime families and Indians anyway. Please let this gorgeous gift we have stay pristine!

Jim Arnoux

Add the following person to the petition

Full Name: Joell Ellis

Home Address: 1622 SE 32nd Avenue

City: Portland

State: Oregon

Zip Code: 97214=5011

County: Multnomah

e-mail: jtellis@att.net

Phone Number: 503-232-7493

Your Message: Please, please do not weaken the Columbia Gorge protection for the sake of a few private property owners. We need to take a long term view of our natural assets and preserve the gorge.

J. Ellis

FYI - I vote.

Add the following person to the petition

Full Name: Scott W. Nelson

Home Address: 5217 NE Everett St.

City: Portland

State: Oregon

Zip Code: 97213

County: Multnomah

e-mail: swan@hotmail.com

Phone Number: 503-236-8148

Your Message

Add the following person to the petition

Full Name: Gary Duane Brown

Home Address: 4050 NE FAIRVIEW LAKE WAY

City: FAIRVIEW

State: Oregon  
Zip Code: 97024  
County: Multnomah  
e-mail: GDUANEBrown@MSN.COM  
Phone Number: 503.665.5363  
Your Message: Limit commercial activity in the Columbia G.  
--

Add the following person to the petition

Full Name: charlotteanne brown  
Home Address: 4050 NE FAirview Lake WAY  
City: Fairview  
State: Oregon  
Zip Code: 97024  
County: Multnomah  
e-mail: charlottehollowaybronw@hotmail.com  
Phone Number  
Your Message: Please do not allow commercial and building homes in the Gorge. Keep  
the Gorge pristine/

Add the following person to the petition

Full Name: Amy Carlson  
Home Address: 2006 N. Emerson St.  
City: Portland  
State: Oregon  
Zip Code: 7217  
County: Multnomah  
e-mail: amycarlson@comcast.net  
Phone Number  
Your Message: The Columbia Gorge Scenic Area needs strong enforcement of  
ordinances over the long-term. Please stand strong and hold the line against commercial  
expansion in the Gorge. We have a national natural treasure in our backyard and must  
continue to treat it as such to guarantee future generations this rare gem.  
--

Add the following person to the petition

Full Name: Kirby Young  
Home Address: 5315 SW 18th Dr  
City: Portland  
State: Oregon

Zip Code: 97239  
County: Multnomah  
e-mail: guguranman@yahoo.com  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Alice L. Vetter  
Home Address: 3916 SE Ankeny St.  
City: Portland  
State: Oregon  
Zip Code: 97214  
County: Multnomah  
e-mail: davetter@worldnet.att.net  
Phone Number: 5032360240  
Your Message  
--

Add the following person to the petition

Full Name: Hazel Westly  
  
Home Address  
City: Portland  
State: Oregon  
Zip Code: 97233  
County: Multnomah  
e-mail: Belaruby@aol.com  
Phone Number: 503 661-0909  
Your Message  
--

Add the following person to the petition

Full Name: Arlen L. Sheldrake  
Home Address: 1718 SW Parkview Court  
City: Portland  
State: Oregon  
Zip Code: 97221-2640  
County: Multnomah  
e-mail: rita\_sheldrake@msn.com  
Phone Number: 503.223.7006

Your Message

Add the following person to the petition

Full Name: Jane Garbisch  
Home Address: 4110 s.e. Hawthorne #102  
City: Portland  
State: Oregon  
Zip Code: 97214  
County: Multnomah  
e-mail: jegarbisch@yahoo.com  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Henry J. Bennett  
Home Address: 4014 SE Grant Court  
City: Portland  
State: Oregon  
Zip Code: 97214  
County: Multnomah  
e-mail: hankusb@earthlink.net  
Phone Number  
Your Message: The Columbia River Gorge is one of the most stunningly beautiful scenic areas in the USA. Much of it can still be viewed similarly to the way Lewis and Clark saw it during their voyage of discovery. Please do not permit it to be despoiled by unnecessary casinos. There are plenty of places to put casinos that are not in a National Scenic Area.  
--

Add the following person to the petition

Full Name: Michael L. Wilson  
Home Address: 1405 SE Taylor St.  
City: Portland  
State: Oregon  
Zip Code: 97214-2651  
County: Baker  
e-mail: mwilson01082006@comcast.net  
Phone Number: (503) 956-6634  
Your Message



Add the following person to the petition

Full Name: Kim Brandow  
Home Address: 730 S.E. 19th  
City: Gresham  
State: Oregon  
Zip Code: 97080  
County: Multnomah  
e-mail: kimmers64@msn.com  
Phone Number

Your Message: Once this area is ruined, there's no going back. There is a lot of land to build in the southern part of the state. Also, Warm Springs is a very large area and there's no reason that they can't build their casino big to draw more people in.

Add the following person to the petition

Full Name: Mike Stroud  
Home Address: 2838 NE Tillamook St.  
City: Portland  
State: Oregon  
Zip Code: 97212  
County: Multnomah  
e-mail: mastroud@comcast.net  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Helen T. Lyman  
Home Address: 7425 SE 20th Avenue  
City: Portland  
State: Oregon  
Zip Code: 97202  
County: Multnomah  
e-mail: bettyhelen@comcast.net  
Phone Number: 503-235-4056

Your Message: Thank you in advance for your work in helping keep the Gorge a beautiful natural area, where nature and humans can exist in harmony

Add the following person to the petition

Full Name: Glenn Whittington  
Home Address: 1850 SE Lewellyn Ave.  
City: Troutdale  
State: Oregon  
Zip Code: 97060  
County: Multnomah  
e-mail: glennandmindy@msn.com  
Phone Number  
Your Message

Add the following person to the petition

Full Name: Carole Alexander  
Home Address: 2781 SW Sherwood Drive  
City: Portland  
State: Oregon  
Zip Code: 97201  
County: Multnomah  
e-mail: carolea@easystreet.com  
Phone Number: 503 221-1578  
Your Message: One of the most important aspects of life in Oregon is our beautiful natural scenery, including, particularly, the Columbia Gorge. I just drove it 10 days ago, and I was reminded again how important it is to the liveability of our area. The Gorge deserves protection for us and for future generations. Thank you.

Add the following person to the petition

Full Name: Robert Peirce  
Home Address: 7236 SE Salmon  
City: Portland  
State: Oregon  
Zip Code: 97215  
County: Multnomah  
e-mail: bobsherpa@hotmail.com  
Phone Number: 503/253-8046  
Your Message: Multnomah County has always been a strong supporter of protection for the Columbia River Gorge, and in fact was instrumental (through its then County Executive, Don Clark) in initiating efforts that led to the formation of Friends of the Columbia Gorge and passage of the National Scenic Area Act. We hope you keep up that worthy tradition.

Add the following person to the petition

Full Name: Delores Porch

Home Address: 301 NW Eastman Pkwy #D115

City: Gresham

State: Oregon

Zip Code: 97030

County: Multnomah

e-mail: veranda@qcsn.com

Phone Number

Your Message: I came to Oregon from the urban jungle of Chicago over 30 years ago and have seen how fast our precious scenic treasures disappear. The domino effect is evident in the Gorge. The County needs to hold the line on expanding commercial development.

Add the following person to the petition

Full Name: Lonnie Lee Port

Home Address: 4007 SE Reedway street

City: Portland

State: Oregon

Zip Code: 97202

County: Multnomah

e-mail: lonster1013@hotmail.com

Phone Number: 503.774.2619

Your Message

--

Add the following person to the petition

Full Name: Don Jacobson

Home Address: 941 SE 55th Ave.

City: Portland

State: Oregon

Zip Code: 97215

County: Multnomah

e-mail: donj@dslnorthwest.net

Phone Number

Your Message

Add the following person to the petition

Full Name: Carol A. Taylor

Home Address: P.O. Box 185

City: Cascade Locks

State: Oregon

Zip Code: 97014

County: Hood River

e-mail: cataylor02000@yahoo.com

Phone Number: 541-374-5426

Your Message: here are few areas in the US with the unique beauty and wilderness of the Columbia River National Scenic Area. With unrelenting self interest groups trying to commercialize this area there is no time to waste in protecting it, otherwise it will end up like the ocean shore with condos, restaurants, hotels, t-shirt shops, etc.

Add the following person to the petition

Full Name: Maria Pearman

Home Address: 4114 SE 14th Ave.

City: Portland

State: Oregon

Zip Code: 97202

County: Multnomah

e-mail: mkpearman@yahoo.com

Phone Number: 503.517.6074

Your Message

--

Add the following person to the petition

Full Name: Roger Capps

Home Address: 3009 SE Lambert St.

City: Portland

State: Oregon

Zip Code: 97202

County: Multnomah

e-mail: rogcapps@comcast.net

Phone Number: 503-775-7693

Your Message: Please protect the natural beauty of the Columbia Gorge!

--

Add the following person to the petition

Full Name: Bill and Nancy Meyer  
Home Address: 4025 Sw 58th Ave.  
City: Portland  
State: Oregon  
Zip Code: 97221  
County: Multnomah  
e-mail: meyerpdx@easystreet.com  
Phone Number  
Your Message

## Multnomah Co. Scenic Area Support petition

*Dear Commissioners: We, the undersigned, support the protection of the Columbia River Gorge through the Columbia River Gorge National Scenic Area Act. The Columbia River Gorge is a national scenic treasure that should not be exploited for personal financial gain. We are concerned by recent efforts to expand commercial activities within the Columbia River Gorge National Scenic Area and urge the county to hold the line against commercial expansion. We support Multnomah County's efforts to protect the Columbia River Gorge by strongly enforcing its National Scenic Area ordinances.*

Full Name (Required)

Home Address (Required)

City (Required)

State (Required)

Zip Code (Required)

County

e-mail

Phone Number

Your Message

Add the following person to the petition

Full Name

Barbara Strasbaugh

Home Address

P.O. Box 202

City

Corbett

State

Oregon

Zip Code

97019

County

Multnomah

e-mail

criticalaction@earthlink.net

Phone Number

503-939-6767

Your Message

**From:** mindy@mindyschmidt.com  
**Cc:** kathy@gorgefriends.org  
**To:** Michael Lang <michael@gorgefriends.org>  
**Date:** 05 Apr 2006, 11:51:11 PM  
**Subject:** Add Me To The Petition

---

HTML content follows

Add the following person to the petition

Full Name

Mindy Schmidt

Home Address

P.O. Box 5

City

Corbett

State

Oregon

Zip Code

97019

County

Multnomah

e-mail

mindy@mindyschmidt.com

Phone Number

503 8055008

Your Message

Please protect ALL of our property rights by ensuring that this areas remains something to be treasured. We live here and purchased property here because of the protections in place.



Add the following person to the petition

Full Name

Dave and Kathleen Shelman

Home Address

36141 SE Hurlburt Road

City

Corbett

State

Oregon

Zip Code

97019

County

Multnomah

e-mail

kdshelman@cs.com

Phone Number

503-695-5859

Your Message

In its current status the Columbia River Gorge is a delicate balance of natural resources and development, including transportation. I urge you as Multnomah County Commissioners to ensure that MC is rigorous in following the Scenic Gorge Act's purpose in protecting the Gorge from uses and development that would diminish its beauty, its historic character and health.

--

# Message

michael@gorgefriends.org

[Folders](#) | [Create Message](#) | [Preferences](#) | [Address Book](#) | [Log Out](#)

Move to: Sent



Message 16 of 16 (New)

**From:** jerry@cascadeaccess.com  
**Cc:** kathy@gorgefriends.org  
**To:** Michael Lang <michael@gorgefriends.org>  
**Date:** 05 Apr 2006, 04:10:19 PM  
**Subject:** Add Me To The Petition

---

HTML content follows

Add the following person to the petition

**Full Name**

Jerry Mishler

**Home Address**

P.O. Box 146

**City**

Corbett

**State**

Oregon

**Zip Code**

97019

**County**

Multnomah

**e-mail**

jerry@cascadeaccess.com

**Phone Number****Your Message**

I hope our children - and their children - can enjoy the Gorge like we did.

--

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Message 16 of 16 (New)

#19

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 4-6-06

SUBJECT: Planning Commission new rules + process

AGENDA NUMBER OR TOPIC: new agenda

FOR: OK AGAINST:            THE ABOVE AGENDA ITEM

NAME: Victor Schmidt ~~(Aretta?)~~

ADDRESS: 40900 Larch

CITY/STATE/ZIP: Corbett OR 97019

PHONE:            DAYS: 503 695 6532

EVES:           

EMAIL:           

FAX:           

SPECIFIC ISSUE:           

WRITTEN TESTIMONY: Planning Commission Arrogance  
Exacerbates Costs

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#20

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

MEETING DATE: 4/6/06

SUBJECT: NON-AGENDA

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: BOB LEPPER

ADDRESS: PO BOX 94

CITY/STATE/ZIP: TROUTDALE 97060

PHONE: \_\_\_\_\_ DAYS: 503-695-5276 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#21

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: APRIL 6, 2006

SUBJECT: CORBETT LAND USE ISSUES

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: R. DENNIS WIANCKO

ADDRESS: 42338 E. LARCH MTN ROAD (POBox 246)

CITY/STATE/ZIP: CORBETT OR 97019

PHONE: \_\_\_\_\_ DAYS: 503 695-5568 EVES: SAME

EMAIL: WIANCKO@EAST STREET.COM FAX: 695-5577

SPECIFIC ISSUE: INTEGRITY OF LAND USE REGULATIONS

WRITTEN TESTIMONY: ATTACHED

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Hello

April 6, 2006

My name is Dennis Wiancko. I live at 42338 East Larch Mountain in Corbett, Oregon. The property is just outside the Scenic Management Area.

Last month marked the 40th anniversary of my family's purchase of the old James place. For most of the next forty years the zoning was MUF 19, Multiple Use Forest, and our long range planning for the property evolved with that zoning in mind.

It was never our intention to subdivide the property into 19 acre home sites, but 'multiple use forest' still describes our stewardship philosophy better than does the current zoning description of "Commercial Forest Usage."

I have been only peripherally involved in the multiple issues being stirred up in this current discussion. I have dealt with the planning and permitting bureaucracies several time: notably when I built my house, when I performed a lot line adjustment, and most recently when I have had pre-ap meetings to discuss my plans for a large shop building on the property. While patience is definitely required and inconveniences arise, none of my dealings could be characterized as horror stories.

Meanwhile, I have developed a detailed forest management plan, better described as a land stewardship plan, and have been in discussion with the Columbia Land Trust regarding conservation easements on the bulk of my forest property. The easements, by the way, will encumber the property from further residential development, but as working forest easements they will not restrict forest management activities.

My future plans involve proposed activities that the planning staff may find unusual, but I am confident I can work with the staff and within the regulations to achieve my goals.

I value the protections that are in place for our rural community. Oregonians in Action and G.L.U. do not speak for me, or, in my opinion, the majority of my neighbors. I feel that there needs to be some provision for case by case situations that may have to stretch blanket regulations, but the regs are there for good reason. Any action by the county, or state, under Measure 37 must take into account the deterioration of property values and quality of life on properties adjacent to contested parcels, and charge the petitioners with subsequent loss of values for inappropriate development as fully as petitioners are charging regulators for their loss of value.

As a final note. I have enjoyed dining at the View Point Inn in the past, and hope that owners and regulators can find amicable resolution to their differences so the community can once again enjoy the facility.

Thank You



R. Dennis Wiancko  
PO Box 246  
Corbett, Oregon 97019  
(503) 695-5568  
(503) 695-5577 fax  
wiancko@easystreet.com

fyi--this came in today. I will respond to her re: the M37 question she raised tomorrow.

--Steven

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

From: Catpantera@aol.com

To: cascadeplanning@gorge.net

Sent: Wednesday, March 08, 2006 4:33 PM

Subject: Corbett

Hi. I attended your meeting last night regarding attitudes of the planning division of Mult Co. (I'm 34 years old, was wearing a bright yellow jacket and sat in the front) I don't have a horror story quite yet, just a minor one. I went to Mult. Co. Planning Division about a year ago when my brother and I inherited 40 acres and believed measure 37 would help us split the property since the property had been in the family since 1965. Basically, I was ran out saying that if I filed a claim it would be a waste of money, and they would deny it without giving an explanation. So I guess I temporality gave up. I went to the meeting last night, and it re-sparked my interest. My story is: My brother and I CO-own an undividable 40 acres in Corbett with 1 stick built house (geodesic dome - if you have seen it on Hurlburt Road) and my brother (legally) has a "farm help residence permit" for a manufactured home. Less than a mile up the road, the zoning is rural residential where I believe they do not have the outrageous acre minimums that we are held to since our property somehow was zoned Exclusive Farm Use. Could you please look in your crystal ball and tell me if you anticipate any hope in the future of being able to split this property in half so my brother and I are not handcuffed together????

I am willing to help out any way that I can. I am very comfortable with public speaking and I would really like to get involved. I do know some people through my work (I am a Portland Police Officer) and believe somehow networking might come in handy.

Thanks for your time  
Melissa Gray

# ACTION ALERT

## TO PROPERTY OWNERS IN MULTNOMAH COUNTY

This is your opportunity to express your views about Multnomah County Land Use Planning Department. This survey is to document any and all mistreatment, harassment or injustice perpetrated against you by Multnomah County Land Use Planning Department.

**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

**METHOD: SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD**

**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Sandra Redfern-Gedde County Mult State Or.

Address 43303 E Larch Mt Rd

Phone 503-695-2628 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you obtain your land? Purchase \_\_\_\_\_ Inherited ☒ Other \_\_\_\_\_

How long have you owned the property? Part 1970/Part <sup>early</sup> 1980's/Part late 1980's

What uses and land divisions were allowed on the property when you became an owner? 2.8 acres to build a home on ag. zoned OKed 1970. when lots were put together, this 2.8 acres became comm. forest

Minimum lot size? \_\_\_\_\_ Dwellings? \_\_\_\_\_  
not defaced as comm. forest. when I tried to make it ag. again I was denied,



PLANNING COMMISSION SCORE CARD

ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?

1. ARE THEY POLITE? NO ①
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? NO ①
3. ARE THEY WELCOMING? NO ①
4. ARE THEIR DECISIONS CONSISTENT? Yes with what they wanted to have don
5. DO THEY BEHAVE PROFESSIONALLY? NO ①
6. ARE THEY KNOWLEDGEABLE? Yes in what they would do for them ①
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE? Selves  
YES X NO
8. DID THESE FALSEHOODS CREATE FINANCIAL PROBLEMS FOR YOU? YES X NO

DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES NO X

DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES X NO

WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES X NO

ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES NO

DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES NO X

HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES NO

THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.

WE BELIEVE THAT MULTNOMAH COUNTY MUST BE ACCOUNTABLE FOR THE ACTIONS OF ITS EMPLOYEES.

Name Sandra Redfern-Jedde Date 3-21-06

Nev Scott, 3-05-2006

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? yes

What financial or economic use did you suffer from such action? loss

of income from land (using it or selling it)

High and low estimate of loss. High \_\_\_\_\_ Low \_\_\_\_\_

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? Not in ~~at~~ along time

Did you get a timely response? \_\_\_\_\_ A courteous response? \_\_\_\_\_

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

1994

Went in to see if I could put my home (2.8 acres) back in the other piece of land I had (38 acres). All had been zoned ag. Was told no because the 2.8 acre piece was now zoned comm. forest. I said I hadn't asked for that, but he didn't care. It was what it was & I didn't have enough money to change the "bible" as he slapped his hand on it.

I wanted to divide the 40 acres into 20 acre pieces so I could give my son & his new family a place to live like my grandparents had for me. I was hoping to be able some day to maybe sell a 10 acre piece when I retired as it joins up to rural residential at both east & west boundaries.

Now that I'm retiring this year I will probably have to sell my home in order to live because the taxes are so high. I have given my 38 acre piece so they could finance a home

and live next to me. I wanted to experience my grandkids running over to my house like my kids were doing for my grandma

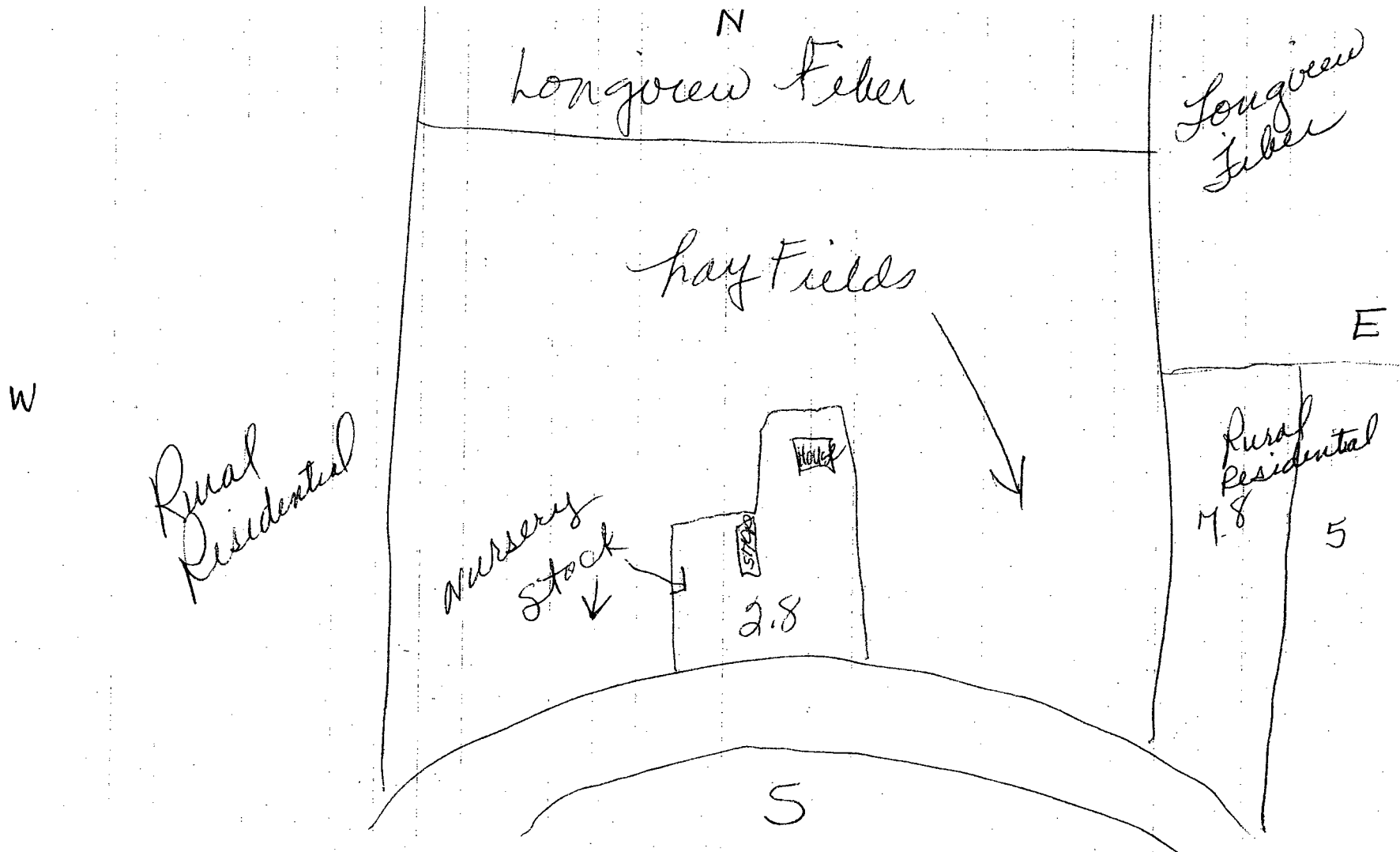
This land has been in my family for over 50 years. I would ~~like~~ like to be able to have my grandkids live here too.

I don't feel that they listened to me.

They did tell me from day 1 that I wouldn't be able to change the law.

I gave up

Sandra Redfern-Gedde



X

**PLANNING COMMISSION SCORE CARD**

**ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?**

1. ARE THEY POLITE? 8
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? 3
3. ARE THEY WELCOMING? 5
4. ARE THEIR DECISIONS CONSISTENT? 10
5. DO THEY BEHAVE PROFESSIONALLY? 8
6. ARE THEY KNOWLEDGEABLE? 10
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES \_\_\_\_\_ NO? ☒
8. DID THESE FALSEHOODS CREATE FINANCIAL  
PROBLEMS FOR YOU? YES \_\_\_\_\_ NO ☒

**DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES \_\_\_\_\_ NO ☒**

**DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES \_\_\_\_\_ NO ☒**

**WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES ☒ NO \_\_\_\_\_**

**ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES \_\_\_\_\_ NO \_\_\_\_\_**

**DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES ☒ NO \_\_\_\_\_**

**HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES \_\_\_\_\_ NO \_\_\_\_\_**

**THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.**

**WE BELIEVE THAT MULTNOMAH COUNTY MUST BE ACCOUNTABLE FOR THE ACTIONS OF ITS EMPLOYEES.**

**Name Ron Green Date 3-21-06**

**Nev Scott, 3-05-2006**

## ACTION ALERT

### TO PROPERTY OWNERS IN MULTNOMAH COUNTY

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**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Gary + Victoria Purvine County Mult. State OR

Address PO Box 125 Corbett OR 97019

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? starting from '81 to 2003

What uses and land divisions were <sup>for purchasing</sup> allowed on the property when you became an owner?

Minimum lot size? 1.5 acres Dwellings? single family

# ACTION ALERT

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Name TERRY VAN HEE County MULT State OR

Address 35943 E Crown Pt Hwy Corbett OR 97019

Phone 503-695-5485 Fax \_\_\_\_\_ E-mail TERRYVANHEE@COMCAST.NET

How did you obtain your land? Purchase \_\_\_\_\_ Inherited ☒ Other \_\_\_\_\_

How long have you owned the property? 20 YEARS

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 1 ACRE Dwellings? 1



Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? Yes. THEY SAID

it would put to MANY HOUSES ON MY EASEMENT, WHICH THEY NOW  
CALL ACCESSWAY

What financial or economic use did you suffer from such action? NOT BEING

ABLE TO DIVIDE SO PARENTS COULD BUILD ON IT.

High and low estimate of loss. High \$80,000 ↑ Low 25,000

Basis for estimate VALUE OF BUILDING LOT.

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? \_\_\_\_\_

Did you get a timely response? \_\_\_\_\_ A courteous response? \_\_\_\_\_

#### AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

1

We worked almost 1 year, paid all fees required,  
did all the searching for all of the items they  
asked us to do, to divide 2.36 acres into 2 lots.  
We are located in downtown Corbett. It is zoned Rural  
center. 1 acre lots. We did all of the paper work  
on our own, didn't get any help from land use staff.  
We went to get our final approval and met with  
Chuck Beasley and he informed us that the planner  
who we were working with was no longer with  
the county, and she was misinformed and we wouldn't  
be able to divide the property because it would put  
too many residences on driveway. To do this I would  
have to put in full road, with curbs & street lights,  
at my expense. I said to him what about fees I have  
paid, and he said they had a lot of time invested, and they  
would give us some money back. They ended up giving me all  
my money back. But all I wanted to do is divide this  
property so my family can build on it. I owned all of  
the easement (access way) that we were going to use.  
This property has ~~be~~ been in our family for 70+ years.

PLANNING COMMISSION SCORE CARD

ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?

1. ARE THEY POLITE? 10
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? 10
3. ARE THEY WELCOMING? 10
4. ARE THEIR DECISIONS CONSISTENT? 9
5. DO THEY BEHAVE PROFESSIONALLY? 10
6. ARE THEY KNOWLEDGEABLE? 10
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES      NO? X
8. DID THESE FALSEHOODS CREATE FINANCIAL PROBLEMS FOR YOU? YES      NO      N/A

DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES X NO     

DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES      NO X

WOULD A CHANGE IN ATTITUDE BE HELPFUL?

YES NO      I haven't had a problem w/their attitude

ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES      NO      N/A

DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?

YES X NO     

HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES X NO     

THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.

WE BELIEVE THAT MULTNOMAH COUNTY MUST BE ACCOUNTABLE FOR THE ACTIONS OF ITS EMPLOYEES.

Name Victoria R. Paine Date 3/16/06

Nev Scott, 3-05-2006

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? no

What financial or economic use did you suffer from such action? n/a

High and low estimate of loss. High n/a Low n/a

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? yes

Did you get a timely response? yes A courteous response? yes

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

**PLANNING COMMISSION SCORE CARD**

ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?

1. ARE THEY POLITE? No
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? No
3. ARE THEY WELCOMING? No
4. ARE THEIR DECISIONS CONSISTENT? No
5. DO THEY BEHAVE PROFESSIONALLY? No
6. ARE THEY KNOWLEDGEABLE? No
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES X NO
8. DID THESE FALSEHOODS CREATE FINANCIAL  
PROBLEMS FOR YOU? YES X NO

DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES        NO X

DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES X NO       

WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES X NO       

ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES X NO       

DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES        NO X

HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES        NO X

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Name Nev Scott Date 3/7/2006

Nev Scott, 3-05-2006

**PLANNING COMMISSION SCORE CARD**

**ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?**

1. ARE THEY POLITE? CURRENTLY
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? NO
3. ARE THEY WELCOMING? NO
4. ARE THEIR DECISIONS CONSISTENT? NO
5. DO THEY BEHAVE PROFESSIONALLY? NO
6. ARE THEY KNOWLEDGEABLE? NO
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES X NO
8. DID THESE FALSEHOODS CREATE FINANCIAL  
PROBLEMS FOR YOU? YES X NO

**DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES        NO X**

**DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES X NO**

**WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES X NO**

**ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES        NO**

**DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES        NO X**

**HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES        NO X**

**THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.**

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Name W. Marble Date 02/02/06

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Name Annette Hanson County Mult. State Or

Address 44443 E. Haines Rd.

Phone 695-5479 Fax \_\_\_\_\_ E-mail ajhanson@cascadeaccess.com

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? 22 years (Aug 1984 purchased)

What uses and land divisions were allowed on the property when you became an owner? (1984)

Minimum lot size? none that I'm aware of Dwellings? more than one

ever since 1986 Scenic Gorge Act

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? yes

What financial or economic use did you suffer from such action? unable to subdivide land or build second residence to rent out.

High and low estimate of loss. High \$ 100,000 Low \$ 50,000

Basis for estimate price of acreage in Corbett, or rent from 2nd residence

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? \_\_\_\_\_

Did you get a timely response? no A courteous response? no

#### AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!



To start with...

exact amt of acreage was incorrect - took years for

County to correct - Then after Scenic Gorge Act passed, was told had to have 40 acres to

build a home - only had 9.7 (later corrected to <sup>10.15</sup> ~~10.15~~)

Went before commission to beg for permission to build home -

They made me cry, but finally agreed (with many conditions)

Friends of the Gorge were there to protest, They were not my friends.

After submitting application to build home, the woman

we turned the completed paperwork into, I believe her name  
(commonist) was Dixie, lost the paperwork - did not apologize -

required us to submit again. From beginning to end

(~~11-90~~ 11-90 to 8-95) 4 1/2 years to complete our

project - no thanks to Lisa Estlin, Dixie, or John Moore,  
the electrical inspector, or the Friends of the Gorge.

**PLANNING COMMISSION SCORE CARD**

**ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?**

1. ARE THEY POLITE? 3
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? 1 no I'm on my own.
3. ARE THEY WELCOMING? 3
4. ARE THEIR DECISIONS CONSISTENT? 5
5. DO THEY BEHAVE PROFESSIONALLY? 3
6. ARE THEY KNOWLEDGEABLE? 5
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES 6 NO?
8. DID THESE FALSEHOODS CREATE FINANCIAL PROBLEMS FOR YOU? YES 10 NO

**DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES        NO        Sometimes (5)**

**DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES X NO**

**WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES X NO**

**ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES        NO**

**DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES X NO**

**HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES        NO X**

**THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.**

**WE BELIEVE THAT MULTNOMAH COUNTY MUST BE ACCOUNTABLE FOR THE ACTIONS OF ITS EMPLOYEES.**

**Name Annette Hanson Date 3-7-06**

**Nev Scott, 3-05-2006**

**PLANNING COMMISSION SCORE CARD**

**ON A SCALE OF 1-10, 10 BEING THE HIGHEST, HOW DO YOU RATE YOUR EXPERIENCE WHEN DEALING WITH THE EMPLOYEES OF THE MULTNOMAH COUNTY PLANNING COMMISSION?**

1. ARE THEY POLITE? 5
2. DO THEY WORK WITH YOU TO FIND SOLUTIONS? 1
3. ARE THEY WELCOMING? 2
4. ARE THEIR DECISIONS CONSISTENT? 1
5. DO THEY BEHAVE PROFESSIONALLY? 3
6. ARE THEY KNOWLEDGEABLE? 1
7. WERE YOU EVER TOLD ANYTHING THAT PROVED TO BE FALSE?  
YES X NO
8. DID THESE FALSEHOODS CREATE FINANCIAL  
PROBLEMS FOR YOU? YES X NO

**DID ANYONE EVER APOLOGIZE WHEN THEY WERE PROVEN TO BE WRONG? YES        NO X**

**DO YOU FEAR RETRIBUTION SHOULD YOU SPEAK UP? YES        NO X**

**WOULD A CHANGE IN ATTITUDE BE HELPFUL?  
YES X NO**

**ARE THE EMPLOYEES VENGEFUL WHEN THEIR DECISIONS ARE OVERTURNED? YES X NO**

**DO YOU FEEL THAT THE COMMISSIONERS ARE ACCOUNTABLE FOR THEIR EMPLOYEES DECISIONS?  
YES        NO X**

**HAVE YOU OR ANYONE YOU KNOW BEEN TO OTHER COUNTIES OR STATES TO GET A PLANNING PERMIT? WAS IT SIMILAR TO YOUR EXPERIENCE WITH MULTNOMAH COUNTY? YES        NO X**

**THE PURPOSE OF THIS QUESTIONNAIRE IS TO POINT OUT TO THE COMMISSIONERS THAT WE, LIVING EAST OF THE SANDY RIVER, ARE BEING TREATED UNFAIRLY BY THE MULTNOMAH COUNTY PLANNING COMMISSION.**

**WE BELIEVE THAT MULTNOMAH COUNTY MUST BE ACCOUNTABLE FOR THE ACTIONS OF ITS EMPLOYEES.**

**Name Terry Van Hee Date 3-18-06**

# ACTION ALERT

## TO PROPERTY OWNERS IN MULTNOMAH COUNTY

This is your opportunity to express your views about Multnomah County Land Use Planning Department. This survey is to document any and all mistreatment, harassment or injustice perpetrated against you by Multnomah County Land Use Planning Department.

**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

**METHOD: SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD**

**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name WILLIAM MARBLE County MULT State OR

Address 37231 SE LOUDON RD CORBETT 97019

Phone 503-695-5531 Fax 503-695-5534 E-mail BILL@MARBLEMANOR.COM

How did you obtain your land? Purchase ☒ Inherited ☐ Other ☐

How long have you owned the property? 34 YEAR

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 2.5 ACRES Dwellings? SINGLE FAMILY

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? YES

What financial or economic use did you suffer from such action? \_\_\_\_\_

DIRT POLICE

High and low estimate of loss. High \_\_\_\_\_ Low \_\_\_\_\_

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? YES.

ROCK PIT, DIRT POLICE

Did you get a timely response? NO A courteous response? YES  
(AFRAID OF ME BECAUSE OF DIRT POLICE)

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

DIRT POLICE THREAT, MISTREATMENT

COMPARED TO TREATMENT OF UTILITY

(CORRETT WATER DISTRICT).

HAVE BOOKLET ON COUNTY MISFEASANCES.

(I AM NOT IN COURSE AREA)

W. Mark

## ACTION ALERT

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**OBJECTIVE:** TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY

**METHOD:** SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD

**REASON:** MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT

Name Lorna Kitchen County Mult. State OR

Address 30940 N.E. MERSTON RD, Troutdale 97060

Phone 503-695-5152 Fax \_\_\_\_\_ E-mail Alork55@cascadeaccess.com

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? 40 1/2 yrs.

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 2 acres Dwellings? House/2 acres.

Have you lost land uses or rights to divide your land as a result of Multnomah County (~~or Gorge Commission~~) action? YES.

What financial or economic use did you suffer from such action? We

Cannot build one house on hillside (14.7 acres)

High and low estimate of loss. High \$950,000 Low \$300,000 ??

Basis for estimate Real estate appraisal

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? YES - Measure 57

applicant

Did you get a timely response? yes A courteous response? yes

#### AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? ~~Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise?~~ If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? ~~How long did it take? What was the monetary cost?~~ Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!



We own 14.7 acres (part Hillside)  
and because of the 80 acre requirement  
or \$80,000 income cannot build another  
house. We want the option to do so.  
If we get permission we would  
like to transfer this option to our  
heirs. In 1965, when we purchased  
the land, we could have built  
on 2 acre lots. We ran a few  
cattle but it is not cost effective. In  
fact we lose money.

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TO PROPERTY OWNERS IN MULTNOMAH COUNTY

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**OBJECTIVE:** TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY

**METHOD:** SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD

**REASON:** MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT

Name \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you obtain your land? Purchase \_\_\_\_\_ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? \_\_\_\_\_

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? \_\_\_\_\_ Dwellings? \_\_\_\_\_

NO NAME - AFRAID OF RETALIATION

**Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action?** \_\_\_\_\_

**What financial or economic use did you suffer from such action?** \_\_\_\_\_

**High and low estimate of loss. High** \_\_\_\_\_ **Low** \_\_\_\_\_

**Basis for estimate** \_\_\_\_\_

**Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners?** \_\_\_\_\_

**Did you get a timely response?** \_\_\_\_\_ **A courteous response?** \_\_\_\_\_

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

**Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!**

On one occasion, John Moore, building inspector  
denied approval of building plans, without approval  
of a structural engineer. After presenting the plans  
again to John, he still declined. When I told  
him, "I paid a hundred dollars for an  
engineer's inspection and approval, John  
said, "Give me a hundred bucks and I  
will approve."

I see in this morning's Oregonian that  
it is legal for inspectors to take  
"gifts" up to one hundred dollars

Rite requested  
from man & who  
planned told they  
should I live in Dodge

## ACTION ALERT

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**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

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**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Crystal & Shawn Dickinson County Multnomah State OR

Address 2513 NE Rasmussen Rd. Corbett, 97019

Phone (503) 695-5674 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? 19 years

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? \_\_\_\_\_ Dwellings? Residential

March 21 Oregon / In Action  
April 6th 6:30 PM

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? not yet

What financial or economic use did you suffer from such action? ?

High and low estimate of loss. High \_\_\_\_\_ Low \_\_\_\_\_

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? yes

Did you get a timely response? \_\_\_\_\_ A courteous response? \_\_\_\_\_

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

1  
We had Consolidated These Tax Lots into  
One bill. We had not redrawn Property lines nor  
had we Consolidated them with any Permit process.

When we wished to sell (possibly) the lots separately  
we were told that it was one parcel and we would  
have to go through a permit process to do so.

The time and expense of this, Plus the aggravation  
~~and~~ of being told by one person that all we needed  
was to come and get a signature, is extremely frustrating.  
This is a very condensed version of something that  
took countless phone calls and a couple trips to the  
County offices to hit a brick wall in the end. ~~The brick~~  
~~wall~~

Thank you for your consideration of  
this issue.

Crystal Dickerson

## **ACTION ALERT**

### **TO PROPERTY OWNERS IN MULTNOMAH COUNTY**

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**OBJECTIVE: TO CREATE A RECORD OF PROPERTY RIGHTS VIOLATIONS BY MULTNOMAH COUNTY**

**METHOD: SURVEY PROPERTY OWNERS IN MULTNOMAH COUNTY TO CREATE AN ACCURATE, WRITTEN RECORD**

**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

**Name** Mario Cerruti **County** Multnomah **State** OR

**Address** 30324 NE Mershon Troutdale OR 97060

**Phone** (503) 695-5228 **Fax** (503) 674-7701 **E-mail** Mario @ PounderOil.com

**How did you obtain your land?** Purchase ☒ **Inherited** ☐ **Other** ☐

**How long have you owned the property?** 5 1/2 Years

**What uses and land divisions were allowed on the property when you became an owner?**

**Minimum lot size?** at the time 2 1/2 acres **Dwellings?** 1



Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? No

What financial or economic use did you suffer from such action? \_\_\_\_\_

High and low estimate of loss. High \_\_\_\_\_ Low \_\_\_\_\_

Basis for estimate \_\_\_\_\_

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? \_\_\_\_\_

Did you get a timely response? \_\_\_\_\_ A courteous response? \_\_\_\_\_

**AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:**

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

Before I purchased the land which currently had a single wide trailer & barn on it, I went to the county to see if some day I could build a ~~new~~ house. They said that there would be no problem. I then purchased the land. A couple of years later I wanted to replace the trailer (manufactured home) they said I had an illegal sub division from 1960. A half acre was taken out of my property in 1950 & not recorded until 1960. But in 1978 they approved the trailer to be put on the  $4\frac{1}{2}$  acres with all permits approved. During that time you were allowed ~~to~~ to put two houses on 5 acres of land divided into  $2\frac{1}{2}$  acres. IN 1950 you were allowed to build on less than  $\frac{1}{2}$  acre of land. My question is what difference does it make were the imaginary line <sup>made</sup> <sub>is</sub> as long as the last place ~~built~~ built was legal for that time period, even though the  $\frac{1}{2}$  acre was not legal in 1960, but in 1978 there were only 2 houses on 5 acres ~~with~~ which was legal then?

## ACTION ALERT

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**REASON: MULTNOMAH COUNTY CHAIR DIANE LINN HAS REQUESTED "PROOF" AND A SIGNIFICANT NUMBER OF RESIDENTS OF MULTNOMAH COUNTY HAVE COMPLAINED OF HARASSMENT AND MISTREATMENT**

Name Rounder oil service County MULT State OR

Address P.O. Box 153 Corbett OR 97019

Phone 503-695-2555 Fax 503-674-7701 E-mail RICHARD@Rounder.oil.com

How did you obtain your land? Purchase X Inherited      Other     

How long have you owned the property? 24 YEARS

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? 1 AC Dwellings? 2

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? MULTNOMAH

County

What financial or economic use did you suffer from such action? LOST

TWO Building LOTS BUT PAYING TAXES FOR A building LOT.

High and low estimate of loss. High 100,000 Low 70,000

Basis for estimate LAND VALUES

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? NO

Did you get a timely response? NO A courteous response? YES

### AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

My Brother NEEDED A PLACE TO LIVE. WE WERE GOING TO  
BUILD A HOUSE ON ONE OF THE LOTS. WE HAVE 2.77 AC.  
HAD SEPTIC TANK APPROVAL. HAD WATER HOOKUP PAID FOR. SENT  
PAPER WORK TO ALL NEIGHBORS. LAST DAY TO PROTEST MULTOMAH  
COUNTY CAME UP WITH THAT THE HOUSE THAT WAS ON THE  
PROPERTY WAS ILLEGALLY DIVIDE OFF THE REST OF THE PROPERTY.  
THIS WAS DONE IN FEB OF 1978. IT WAS LEGAL IN DEC OF  
1977 TO HAVE 1/2 AC. LOT FOR THE HOUSE. NOW THEY SAID  
WE CANNOT DO ANYTHING WITH OURS BUT THEY ISSUED  
PERMITS TO THE HOUSE TO ADD ON. SO IF THE HOUSE  
WAS TAKEN OFF ILLEGALLY WHY DID THEY ISSUE PERMITS TO  
ADD ON.

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Name Sara Engshy County MULT State OR  
Address Box 146 Corbett OR 97019

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

How did you obtain your land? Purchase ☒ Inherited \_\_\_\_\_ Other \_\_\_\_\_

How long have you owned the property? 6 yrs.

What uses and land divisions were allowed on the property when you became an owner?

Minimum lot size? Natl. Scenic provisions Dwellings? 1

40 Agriculture Uses

Have you lost land uses or rights to divide your land as a result of Multnomah County (or Gorge Commission) action? \_\_\_\_\_

NO

What financial or economic use did you suffer from such action? \_\_\_\_\_

NONE

High and low estimate of loss. High NA Low \_\_\_\_\_

Basis for estimate NA

~~the~~ my land & house have gone up

Have you had communication with the Multnomah County Land Use Planning staff or Board of Commissioners? \_\_\_\_\_

Yes as an applicant + as a citizen

Did you get a timely response? yes A courteous response? yes

AS BEST YOU CAN ELABORATE ON YOUR PERSONAL EXPERIENCE:

Give details on how long it took to accomplish your project and specifically who the Land Use Planners were and how the Land Use Planners treated you during the process. How were you spoken to, what was said and who said it? Did anyone threaten you? Were they professional and courteous? Were they helpful and kind? Were they rude? Were they intimidating? Were they confusing? Did anyone interfere with your due process illegally or otherwise? If you dealt with more than one person were they consistent in what you were told? Was he/she helpful in trying to find a solution to your request? Tell us if you ever got your project finished? How long did it take? What was the monetary cost? Spare no details in your story. It is important to document our experiences with government especially if we are being mistreated and harassed. United we stand, divided we fall. If you have a story to tell, you owe it to yourself and your neighbor to tell it!

in value my 700K approx.

I went thru. the application process successfully as have 2 of my immediate neighbors (Myers Lane) (Clara Smith) All 3 were approved.

Lisa Estlin was my case worker and altho. she wasn't always cheerful I didn't have that expectation. I also believe the courteousness has improved dramatically over the past 6 yrs. and the process is more efficient. I chalk that up to experience and feedback from citizens and that's good.

So my experience was/is positive or at least neutral.

Sana Gugh





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## LETTERS TO THE EDITOR

**To the editor:**

Having a small business in this day and age can be extremely challenging in itself. When you have a major catastrophe to your business on top of that, it creates a very stressful situation.

I recently had a major fire in my business, Big Bear's Market in Springdale. This market has been part of the community for over 30 years. I ran into a nightmare trying to get through the Multnomah County land use process to try to rebuild my store.

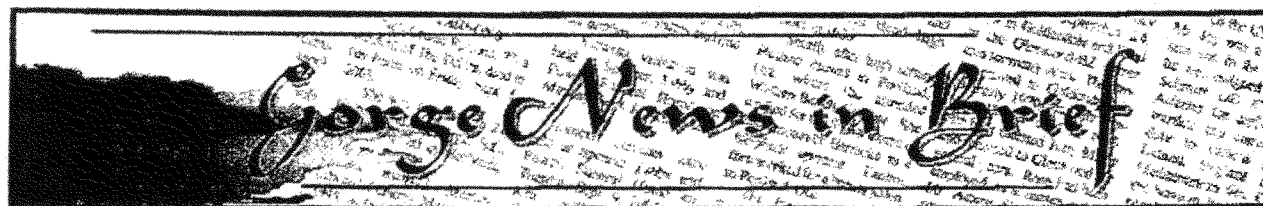
I did remodeling in 1994 & 2001 through Multnomah County Land Use Department and was shown to be in full compliance with the county's code. Now, because the rules have changed, the county was not going to let us rebuild our store. Nobody seemed interested in helping me, just kept putting me through more red tape. It was like trying to build my store all over again from scratch.

Rep. Patti Smith stepped in and broke the barriers that I was up against. The county wasn't interested in helping me get through the process,

but Patti was. She got all of the people involved that were necessary to work through the process and got the job done.

It is obvious that she really cares about the people she serves and is willing to go to great lengths to help them. She knows the land use issues and she knows her constituents. I strongly urge you to vote for Patti this fall. We need her continued leadership in our district.

**Phil Dufresne  
Troutdale, Ore.**





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 03/22/06

**BUDGET MODIFICATION:** -

**Agenda Title:** PROCLAMATION Proclaiming April 2006 Child Abuse Prevention Month in Multnomah County, Oregon

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	5 mins
<b>Department:</b>	Non-Departmental	<b>Division:</b>	District 3, Commissioner Lisa Naito
<b>Contact(s):</b>	Matthew Lieuallen		
<b>Phone:</b>	503.988.5217	<b>Ext.:</b>	85217
<b>I/O Address:</b>	503/600		
<b>Presenter(s):</b>	Commissioner Lisa Naito, District Attorney Michael Schrunk		

### General Information

**1. What action are you requesting from the Board?**

Proclaim April 2006 Child Abuse Prevention Month.

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

Child abuse is preventable. To truly prevent child abuse, however, will take the efforts of each and every citizen in Multnomah County.

In Oregon in 2004 there were 10,622 confirmed victims of abuse/neglect, a 12.4% increase from 2003. Eight children died as a result, five children from abuse and three from neglect. Of these confirmed victims, half were younger than 6 years old, and most of them were infants.

In Multnomah County, there were 2,100 confirmed victims of child abuse in 2004.

The Oregon Department of Human Services has a Child Welfare Department dedicated to protecting Oregon's abused and neglected children. It provides foster care services, supportive and remedial

services, including but not limited to, counseling, family counseling, sexual abuse treatment, family decision meetings and parent training.

The Multnomah County Commissioner on Children, Families and Community convenes the Child Youth and Family Network. The purpose of the Network is to promote comprehensive, collaborative, and coordinated prevention and intervention services and supports to improve the safety and well being of children. The CCFC helps to fund several child abuse prevention and intervention services, including Healthy Start, Family and Community Alliance, CASA, and the two local Relief Nurseries.

Under the Multnomah County Health Department, the Family Services Unit provides and coordinates supervision, intervention and treatment for parents on probation, parole and post-prison supervision with their primary focus on safety. Also under the Health Department, the Children's Assessment Service provides physical assessment, referrals to other services and health education for children in DHS custody for abuse and neglect.

Multnomah County houses the Children's Receiving Center which provides 24-hour service and care for abused and neglected children through the Christie School. This program provides a neutral and friendly environment for children who have been removed from their homes. Respite foster care is also available, and all children are accepted so as not to separate siblings.

The Multnomah County District Attorney's office also plays an integral role in child abuse prevention through the Child Abuse Team which reviews and processes cases and reports involving child abuse in a domestic setting or by child care providers. Using an integrated team of prosecutors, child specialists, and police investigators, the team reviews, coordinates and investigates cases, then decides how to proceed.

It is our duty to report suspected child abuse. Warning signs of child abuse include nervousness around adults, aggression, frequent or unexplained bruises and injuries, and low self-esteem. Suspected child abuse can be reported at the 24-hour Child Abuse Reporting Hotline at (503) 731-3100.

Prevention means more than reporting child abuse. It means working to stop abuse before it starts. Child abuse prevention will succeed if our County, our schools, our religious organizations, our law enforcement agencies and the community as a whole partner in this effort.

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

No impact.

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

None.

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

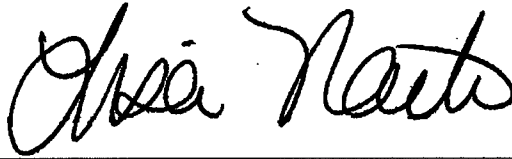
Schedule of events for Child Abuse Prevention Month attached.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 03/22/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



April 2006  
**CHILD ABUSE PREVENTION MONTH**  
Calendar of Events



<b>Saturday, April 1</b> 7:00 p.m.	<b>Child Abuse Prevention Month Fundraiser Night</b> <b>Portland Trail Blazers, Portland Trail Blazers vs. Utah Jazz</b> \$5 of each ticket sold (through special order) will support child abuse prevention month activities. <b>Order special tickets by March 24<sup>th</sup>!</b> Call 503-988-4008 for more info.
<b>Saturday, April 8</b> 9:00 am – 1:00 pm	<b>Roots &amp; Wings, Celebrating Families &amp; Community</b> <b>World Forestry Center, Cheatham Hall, 4033 SW Canyon Rd., Portland</b> Interactive and educational <b>free</b> event for children, families and community. Includes planned activities such as: "The Great Family Walk", hands-on, child-focused activities, relaxation & self-care opportunities for parents, resource information, entertainment and prizes! For more information call 503-988-4008.
<b>April 8 &amp; April 15</b> <b>April 16</b> <b>April 17</b> <b>April 22 &amp; 23</b> <b>April 29 &amp; 30</b>	<b>Portland Children's Museum*, 4015 SW Canyon Road, Portland</b> <b>Oregon Ballet Theater's Snow White "Behind the Scenes"</b> <b>The Big, Big Sticker Hunt on Sesame Street</b> <b>The Children's Museum is OPEN (PPS Holiday)</b> <b>Oscar the Grouch's Trash &amp; Recycling Days (a celebration of Earth Day)</b> <b>Rosita's Cinco de Mayo Celebration</b> <b>Puppets With Penny:</b> Shows at 10 a.m. & Noon, every Wed. – Sat. (no show April 18) Call 503-223-6500 for activity information and times.  <i>*Note: Most programs/activities are free with general Museum admission</i>
<b>Wednesday, April 11</b> through <b>Sunday,</b> <b>April 30</b>	<b>Strong and Healthy Families Art Show</b> <b>Independent Portland Coffee Houses</b> A juried exhibit designed to showcase small format contemporary art during National Child Abuse Prevention Month. For information, contact the Children's Trust Fund of Oregon at 503-222-7346.
<b>Thursday, April 13</b> <i>and</i> <b>Thursday, April 27</b> 5:00 – 7:00 p.m.	<b>Open House &amp; Tour, Children's Relief Nursery, 8425 N. Lombard, Portland</b> The Children's Relief Nursery provides early intervention, rehabilitation, and support services to families and children from birth through three who are at high risk of abuse or neglect. For more information call 503-595-4512.
<b>Tuesday, April 18</b> 1:30 – 3:00 p.m.	<b>Child Safety Training, Center for Family Success, 8010 N. Charleston Ave, Portland</b> Information regarding shaken baby syndrome, domestic violence, bullying and the effects of drugs and alcohol on babies. For families with babies 0-3 years old, caregivers & service providers. Call 503-286-0600 to reserve a space!
<b>Saturday, April 22</b> 7:00 – 11:00 p.m.	<b>Black Tie Bowl-O-Rama, AMF 20<sup>th</sup> Century Lanes, 3550 SE 92<sup>nd</sup>, Portland</b> A benefit for CARES Northwest. Help Strike Out Child Abuse! For more information call 503-528-3815.

~~~~~  
**Watch the television listings** for an uplifting and informative video, produced by Listen To Kids, on Community Media Access channels 11, 22, and 23 during the month of April. You will hear the voices of kids, parents, school counselors, funders, and experts in the field of family violence and violence prevention. Unscripted, kids tell us why adults should listen to them, what it feels like to be heard, what they want other kids to know about being safe, and that they have something important to say. Want to feel good about keeping kids safe? Don't miss this heartwarming, empowering program titled, "Listen To Kids".  
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*For more information, contact the Multnomah Commission on Children, Families and Community at 503-988-4008.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. \_\_\_\_\_**

Proclaiming April 2006 Child Abuse Prevention Month in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. Child abuse is preventable. To truly prevent child abuse, however, will take the efforts of each and every citizen in Multnomah County.
- b. In Oregon in 2004 there were 10,622 confirmed victims of abuse/neglect, a 12.4% increase from 2003. Eight children died as a result, five children from abuse and three from neglect. Of these confirmed victims, half were younger than 6 years old, and most of them were infants.
- c. In Multnomah County, there were 2,100 confirmed victims of child abuse in 2004.
- d. The Oregon Department of Human Services has a Child Welfare Department dedicated to protecting Oregon's abused and neglected children. It provides foster care services, supportive and remedial services, including but not limited to, counseling, family counseling, sexual abuse treatment, family decision meetings and parent training.
- e. The Multnomah County Commissioner on Children, Families and Community convenes the Child Youth and Family Network. The purpose of the Network is to promote comprehensive, collaborative, and coordinated prevention and intervention services and supports to improve the safety and well being of children. The CCFC helps to fund several child abuse prevention and intervention services, including Healthy Start, Family and Community Alliance, CASA, and the two local Relief Nurseries.
- f. Under the Multnomah County Health Department, the Family Services Unit provides and coordinates supervision, intervention and treatment for parents on probation, parole and post-prison supervision with their primary focus on safety. Also under the Health Department, the Children's Assessment Service provides physical assessment, referrals to other services and health education for children in DHS custody for abuse and neglect.
- g. Multnomah County houses the Children's Receiving Center which provides 24-hour service and care for abused and neglected children through the Christie School. This program provides a neutral and friendly environment for children who have been removed from their homes. Respite foster care is also available, and all children are accepted so as not to separate siblings.
- h. The Multnomah County District Attorney's office also plays an integral role in child abuse prevention through the Child Abuse Team which reviews and processes cases and reports involving child abuse in a domestic setting or by child care providers. Using an integrated team of prosecutors, child specialists, and police investigators, the team reviews, coordinates and investigates cases, then decides how to proceed.

- i. It is our duty to report suspected child abuse. Warning signs of child abuse include nervousness around adults, aggression, frequent or unexplained bruises and injuries, and low self-esteem. Suspected child abuse can be reported at the 24-hour Child Abuse Reporting Hotline at (503) 731-3100.
- j. Prevention means more than reporting child abuse. It means working to stop abuse before it starts. Child abuse prevention will succeed if our County, our schools, our religious organizations, our law enforcement agencies and the community as a whole partner in this effort.

**The Multnomah County Board of Commissioners Proclaims:**

- 1. The month of April 2006 as Child Abuse Prevention Month in Multnomah County, Oregon.
- 2. The Board of County Commissioners calls upon all citizens to increase their participation in the effort to prevent child abuse. The Board encourages citizens to participate in events planned for the month of April to raise awareness of child abuse.
- 3. The Board of County Commissioners recognizes the hard work performed by Multnomah County departments and staff to reduce child abuse in our community by providing the important services to those children who are victims of abuse.

ADOPTED this 6th day of April, 2006.

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

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Diane M. Linn, County Chair

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Maria Rojo de Steffey,  
Commissioner District 1

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Serena Cruz Walsh,  
Commissioner District 2

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Lisa Naito,  
Commissioner District 3

---

Lonnie Roberts,  
Commissioner District 4

**BOGSTAD Deborah L**

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**From:** LIEUALLEN Matt  
**Sent:** Tuesday, April 04, 2006 2:24 PM  
**To:** BOGSTAD Deborah L  
**Subject:** Child Abuse Proclamation

Lisa Hansell will also be there to talk briefly about the events they have scheduled for Child Abuse Awareness Month. I believe she is going to be coming with some blue ribbons for child abuse awareness to present to the Commissioners.

**Matthew R. Lieuallen, JD**  
Office of Commissioner Lisa Naito  
501 SE Hawthorne Blvd., Suite 600  
Portland, OR 97214  
Phone: (503) 988-5217  
Fax: (503) 988-5262

4/4/2006



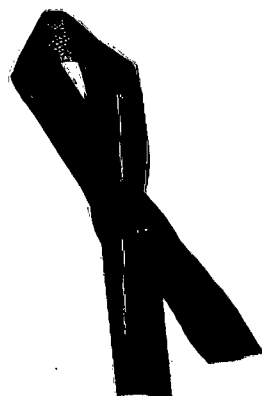


**Roots and Wings**  
Celebrating Families and Community  
April 8, 2006

**Celebrating Families  
and Community**

**April 8, 2006**

**World Forestry Center  
Portland, Oregon**



# Schedule of Entertainment

**9:00** Roots and Wings Begins

-Welcome

Carla Piluso, CCFC Chair

Rob Fussell,

## Outdoor Plaza

**9:30** The Portland Theatre Brigade

**10:30** Music Together

**11:15** NW Martial Arts

**12:00** NARA Dancing & Drumming

**12:45** Raffle Drawings

-Thank you and closing remarks

## Cheatham Hall

**9:15** Music Together

**10:00** Aurora Chorus Ensemble

**10:45** David Francis Martin—

Solo Acoustic Music

**\*\*KIDS-** Did you pick up your Passport?

Please visit the passport table to pick one up— Collect all nine stamps to receive a cool gift!

**\*\*GROWN-UPS—** Did you get your free raffle ticket? Stop by the Raffle table to pick one up! Extras are available for purchase. Win great prizes!!

**\*\*FAMILIES-** Don't forget to participate in the Great Family Walk!! Please visit the Portland Parks Volunteer table to get your guided nature tour! The first 200 kids to complete the walk get t-shirts.

# **Thank You To Our Sponsors and Partners!**

Verizon Wireless  
World Forestry Center  
Children's Trust Fund of Oregon  
Providence Health System  
OnPoint Community Credit Union  
Independent Order of Foresters-Rose City  
Morrison Child and Family Services  
NW Natural  
Portland Children's Museum  
Portland Trail Blazers  
LifeWorks NW  
Cares Northwest  
State of Oregon Department of Human  
Services  
Volunteers of America Oregon  
Listen To Kids  
Children's Relief Nursery  
Native American Rehabilitation  
Association (NARA)  
Commission on Children, Families and  
Community of Multnomah County (CCFC)

## **A special thanks to:**

- **All the volunteers who pitched in their time**
  - **All the people and organizations who  
donated the raffle prizes**
- **Doubletree Hotel and Executive Meeting Center  
for providing cookies**



**This day was made possible  
because of the vision and  
dedication of many people from  
many organizations.**

**We sincerely thank each and every  
person who was involved in making  
this great event happen!!**

## **The Planning Committee:**

Tony Stroh  
Andrea McKee-O'Leary  
Andrea Scofield  
Tess Yevka  
Emilie Schulhoff  
Shawn Pischel  
Jill Raichel  
Lori Drahota  
Laura John  
Marlee Blaire-Brown  
Ruth Taylor  
Ryan Rushing

Jonathan Moran— Logo Design  
Rachel Wolf— Photography  
Carla Piluso— Master of Ceremony

## **Staff:**

Lisa Hansell  
Christine Campbell Brousseau  
Bonnie Rosatti

For more info contact:  
CCFC  
421 SW Oak St, Suite 200  
Portland, OR 97204  
503-988-4502



**Thank you all for attending—  
see you next year!!**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 06-043**

Proclaiming April 2006 Child Abuse Prevention Month in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. Child abuse is preventable. To truly prevent child abuse, however, will take the efforts of each and every citizen in Multnomah County.
- b. In Oregon in 2004 there were 10,622 confirmed victims of abuse/neglect, a 12.4% increase from 2003. Eight children died as a result, five children from abuse and three from neglect. Of these confirmed victims, half were younger than 6 years old, and most of them were infants.
- c. In Multnomah County, there were 2,100 confirmed victims of child abuse in 2004.
- d. The Oregon Department of Human Services has a Child Welfare Department dedicated to protecting Oregon's abused and neglected children. It provides foster care services, supportive and remedial services, including but not limited to, counseling, family counseling, sexual abuse treatment, family decision meetings and parent training.
- e. The Multnomah County Commissioner on Children, Families and Community convenes the Child Youth and Family Network. The purpose of the Network is to promote comprehensive, collaborative, and coordinated prevention and intervention services and supports to improve the safety and well being of children. The CCFC helps to fund several child abuse prevention and intervention services, including Healthy Start, Family and Community Alliance, CASA, and the two local Relief Nurseries.
- f. Under the Multnomah County Health Department, the Family Services Unit provides and coordinates supervision, intervention and treatment for parents on probation, parole and post-prison supervision with their primary focus on safety. Also under the Health Department, the Children's Assessment Service provides physical assessment, referrals to other services and health education for children in DHS custody for abuse and neglect.
- g. Multnomah County houses the Children's Receiving Center which provides 24-hour service and care for abused and neglected children through the Christie School. This program provides a neutral and friendly environment for children who have been removed from their homes. Respite foster care is also available, and all children are accepted so as not to separate siblings.
- h. The Multnomah County District Attorney's office also plays an integral role in child abuse prevention through the Child Abuse Team which reviews and processes cases and reports involving child abuse in a domestic setting or by child care providers. Using an integrated team of prosecutors, child specialists, and police investigators, the team reviews, coordinates and investigates cases, then decides how to proceed.

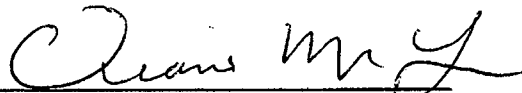
- i. It is our duty to report suspected child abuse. Warning signs of child abuse include nervousness around adults, aggression, frequent or unexplained bruises and injuries, and low self-esteem. Suspected child abuse can be reported at the 24-hour Child Abuse Reporting Hotline at (503) 731-3100.
- j. Prevention means more than reporting child abuse. It means working to stop abuse before it starts. Child abuse prevention will succeed if our County, our schools, our religious organizations, our law enforcement agencies and the community as a whole partner in this effort.

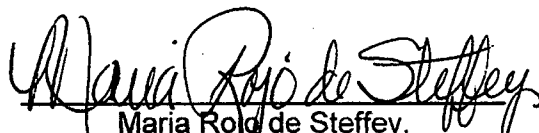
**The Multnomah County Board of Commissioners Proclaims:**

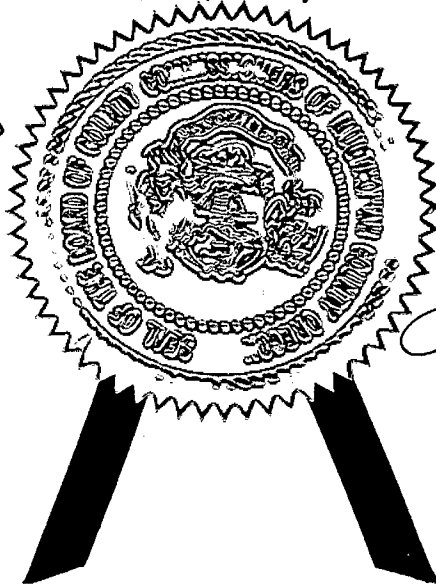
1. The month of April 2006 as Child Abuse Prevention Month in Multnomah County, Oregon.
2. The Board of County Commissioners calls upon all citizens to increase their participation in the effort to prevent child abuse. The Board encourages citizens to participate in events planned for the month of April to raise awareness of child abuse.
3. The Board of County Commissioners recognizes the hard work performed by Multnomah County departments and staff to reduce child abuse in our community by providing the important services to those children who are victims of abuse.

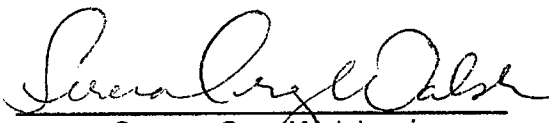
ADOPTED this 6th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, County Chair

  
Maria Rold de Steffey,  
Commissioner District 1



  
Serena Cruz Walsh,  
Commissioner District 2

  
Lisa Naito,  
Commissioner District 3

  
Lonnie Roberts,  
Commissioner District 4



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-2  
Est. Start Time: 9:35 AM  
Date Submitted: 03/06/06

BUDGET MODIFICATION: -

**Agenda Title:** RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements at the Intersection of NE 223rd Avenue with NE Sandy Boulevard in the City of Fairview

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	5 minutes
<b>Department:</b>	Community Services	<b>Division:</b>	Land Use & Trans Program
<b>Contact(s):</b>	Stan Ghezzi, County Engineer; and Patrick Hinds, Engineering Support Manager		
<b>Phone:</b>	503-988-3712	<b>Ext.</b>	83712
<b>I/O Address:</b>	455/2		
<b>Presenter(s):</b>	Patrick Hinds		

### General Information

#### 1. What action are you requesting from the Board?

We are requesting that the Board approve the resolution authorizing the Land Use and Transportation Program to begin negotiations for the purchase of real property associated with the construction of road improvements on NE 223<sup>rd</sup>, County Road No. 667, and NE Sandy Boulevard, County Road No. 917, in the City of Fairview, and to use condemnation if necessary.

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

Presently, traffic congestion caused by an increasing number of vehicles and insufficient infrastructure has resulted in the intersection of NE 223<sup>rd</sup> Avenue with NE Sandy Boulevard operating at a substandard level. Recent and anticipated developments of residential and commercial properties require improvements to this intersection to enhance safety, facilitate traffic flow and provide for freight mobility. Planned improvements consist of sidewalks, crosswalks and ADA ramps for pedestrians. Planned traffic improvements include the addition of left and right turn travel lanes from several intersection approaches and the installation of mast-arm signal poles.

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

The estimated cost of this project is \$1,024,000. Multnomah County has received approximately

\$324,000 being a portion of the System Development Charges from recent adjacent private developments. Planned, future private developments will contribute approximately \$200,000 for improvements to this intersection as System Development Charges. Additionally, \$500,000 will be available from the Oregon Department of Transportation as a grant from the Immediate Opportunity Fund (IOF). The IOF grant is available because the planned improvements will facilitate the movement of large (long) freight trucks.

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

Negotiations to purchase impacted property at fair market value will be made in good faith. No property owners are being displaced by this project. Property will need to be purchased from one existing business, and from the owners of three vacant properties. The property to be impacted is described on Exhibit A, attached to the Resolution. If real property cannot be purchased through negotiations, the use of condemnation may be necessary as the present right of way cannot accommodate the proposed improvements.

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

The proposed improvements are wholly situated within the City Limits of Fairview. The City of Fairview and the City of Wood Village support the proposed improvements as they will increase the marketability of the industrial and commercial properties within the Cities, enhance opportunities for development and improve safety for vehicles, pedestrians and bicyclists.

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**Required Signatures**

---

Department/  
Agency Director:

*Robert A. Maestre*

Date: 03/06/06

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements at the Intersection of N.E. 223<sup>rd</sup> Avenue with N.E. Sandy Blvd in the City of Fairview.

**The Multnomah County Board of Commissioners Finds:**

- a. It is necessary for Multnomah County to acquire the real property described in attached Exhibit A (the property) for construction of improvements at the intersection of N.E. 223<sup>rd</sup> Avenue (County Road No. 667), with N.E. Sandy Boulevard (County Road No. 917) (Project).
- b. The Project includes the widening of existing paved surfaces and increasing the number of travel lanes to improve traffic flow and increase safety for pedestrians, drivers, and bicyclists at this intersection.
- c. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury.
- d. It is necessary to acquire immediate possession of the property to allow construction to proceed and be completed on schedule and within budgetary limitations.

**The Multnomah County Board of Commissioners Resolves:**

1. It is necessary to acquire the property described in Exhibit A for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.
4. It is necessary to obtain possession of the property as soon as possible to allow construction to proceed and be completed on schedule within its budgetary limits.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.

6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property, which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 6<sup>th</sup> day of April 2006.

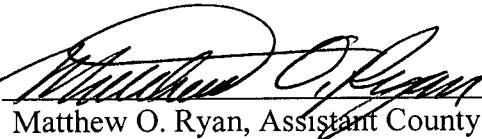
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-044**

Authorizing Condemnation and Immediate Possession of Real Property Necessary for the Purpose of Constructing Improvements at the Intersection of NE 223rd Avenue with NE Sandy Boulevard in the City of Fairview

**The Multnomah County Board of Commissioners Finds:**

- a. It is necessary for Multnomah County to acquire the real property described in attached Exhibit A (the property) for construction of improvements at the intersection of NE 223rd Avenue (County Road No. 667), with NE Sandy Boulevard (County Road No. 917) (Project).
- b. The Project includes the widening of existing paved surfaces and increasing the number of travel lanes to improve traffic flow and increase safety for pedestrians, drivers, and bicyclists at this intersection.
- c. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury.
- d. It is necessary to acquire immediate possession of the property to allow construction to proceed and be completed on schedule and within budgetary limitations.

**The Multnomah County Board of Commissioners Resolves:**

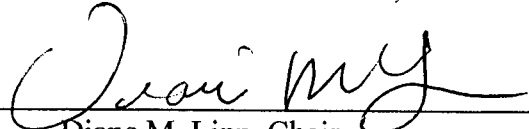
1. It is necessary to acquire the property described in Exhibit A for the Project.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition.
3. Upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is authorized.
4. It is necessary to obtain possession of the property as soon as possible to allow construction to proceed and be completed on schedule within its budgetary limits.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.

6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property, which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 6th day of April 2006.

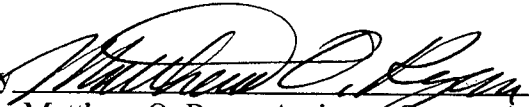


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

## EXHIBIT "A"

### PARCEL 1: Fee

A portion of that certain tract of land described in that contract of sale from C.R. Morrow Jr. to Tradex, Inc., an Oregon Corporation recorded in Document No. 95-70852, Multnomah County Deed Records (MCDR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; said portion being all of said tract lying easterly of a line that lies 42.00 feet westerly of, when measured at right angle to and parallel with the following described proposed construction centerline:

Commencing at the intersection of the centerlines of N.E. Sandy Blvd. (centerline station 386+13.44) and N.E. 223<sup>rd</sup> Avenue, County Road No. 741, said intersection being N00°01'52"W, a distance of 349.59 feet from a 4" brass disc found at the Southwest corner of the Charles Fetzett D.L.C. No. 47; thence S85°24'00"W, along the centerline of said N.E. Sandy Blvd., a distance of 7.20 feet to the intersection with the proposed construction centerline of N.E. 223<sup>rd</sup> Avenue, being construction centerline station 13+27.24 and also centerline station 386+06.24 of N.E. Sandy Blvd and the **point of beginning** of the herein described construction centerline; thence N03°50'54"E, a distance of 85.48 feet to the beginning of a tangent curve at construction station 14+12.72; thence along the arc of a 606.96 foot radius curve to the left, through a central angle of 3°52'46" (the long chord of which bears N01°54'31"E, a distance of 41.09 feet), an arc distance of 41.10 feet to a point of tangency at construction station 14+53.82, also being a point on the centerline of said N.E. 223<sup>rd</sup> Avenue; thence N00°01'52"W, along the centerline of N.E. 223<sup>rd</sup> Avenue, a distance of 146.18 feet to construction centerline station 16+00.

Excluding that portion dedicated for public right-of-way as described in Document No. 2002-232961, MCDR.

Containing 2,104 square feet more or less.

PARCEL 2: Sidewalk, Slope, Drainage, Landscape, Utility and Traffic Control Devices Easement

A portion of that certain tract of land described in that contract of sale from C.R. Morrow Jr. to Tradex, Inc., an Oregon Corporation recorded in Document No. 95-70852, Multnomah County Deed Records (MCDR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; said portion being all of said tract lying between a line 42.00 feet and a line 47.00 feet that westerly of, when measured at right angle to and parallel with the following described proposed construction centerline:

Commencing at the intersection of the centerlines of N.E. Sandy Blvd. (centerline station 386+13.44) and N.E. 223<sup>rd</sup> Avenue, County Road No. 741, said intersection being N00°01'52"W, a distance of 349.59 feet from a 4" brass disc found at the Southwest corner of the Charles Fezett D.L.C. No. 47; thence S85°24'00"W, along the centerline of said N.E. Sandy Blvd., a distance of 7.20 feet to the intersection with the proposed construction centerline of N.E. 223<sup>rd</sup> Avenue, being construction centerline station 13+27.24 and also centerline station 386+06.24 of N.E. Sandy Blvd and the **point of beginning** of the herein described construction centerline; thence N03°50'54"E, a distance of 85.48 feet to the beginning of a tangent curve at construction station 14+12.72; thence along the arc of a 606.96 foot radius curve to the left, through a central angle of 3°52'46" (the long chord of which bears N01°54'31"E, a distance of 41.09 feet), an arc distance of 41.10 feet to a point of tangency at construction station 14+53.82, also being a point on the centerline of said N.E. 223<sup>rd</sup> Avenue; thence N00°01'52"W, along the centerline of N.E. 223<sup>rd</sup> Avenue, a distance of 146.18 feet to construction centerline station 16+00.

Excluding that portion dedicated for public right-of-way as described in Document No. 2002-232961, MCDR.

Containing 940 square feet more or less.

### PARCEL 3: Temporary Construction Easement

A portion of that certain tract of land described in that contract of sale from C.R. Morrow Jr. to Tradex, Inc., an Oregon Corporation recorded in Document No. 95-70852, Multnomah County Deed Records (MCDR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; said portion being all of said tract lying between a line 47.00 feet and a line 52.00 feet westerly of, when measured at right angle to and parallel with the following described proposed construction centerline:

Commencing at the intersection of the centerlines of N.E. Sandy Blvd. (centerline station 386+13.44) and N.E. 223<sup>rd</sup> Avenue, County Road No. 741, said intersection being N00°01'52"W, a distance of 349.59 feet from a 4" brass disc found at the Southwest corner of the Charles Fezett D.L.C. No. 47; thence S85°24'00"W, along the centerline of said N.E. Sandy Blvd., a distance of 7.20 feet to the intersection with the proposed construction centerline of N.E. 223<sup>rd</sup> Avenue, being construction centerline station 13+27.24 and also centerline station 386+06.24 of N.E. Sandy Blvd and the **point of beginning** of the herein described construction centerline; thence N03°50'54"E, a distance of 85.48 feet to the beginning of a tangent curve at construction station 14+12.72; thence along the arc of a 606.96 foot radius curve to the left, through a central angle of 3°52'46" (the long chord of which bears N01°54'31"E, a distance of 41.09 feet), an arc distance of 41.10 feet to a point of tangency at construction station 14+53.82, also being a point on the centerline of said N.E. 223<sup>rd</sup> Avenue; thence N00°01'52"W, along the centerline of N.E. 223<sup>rd</sup> Avenue, a distance of 146.18 feet to construction centerline station 16+00.

Containing 959 square feet more or less.

### PARCEL 4: Fee

A 12.00 foot wide strip of land being the easterly 12.00 feet abutting N.E. 223<sup>rd</sup> Avenue of Parcel 2, Partition Plat No. 1993-9, Multnomah County Plat Records (MCPR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; The westerly line of said 12.00 foot wide strip being 42.00 feet westerly of, when measured at right angle to and parallel with the centerline of N.E. 223<sup>rd</sup> Avenue.

Containing 1,711 square feet more or less.

### PARCEL 5: Sidewalk, Slope, Drainage, Landscape, Utility and Traffic Control Devices Easement

An 18.00 foot wide strip of land being the westerly 18.00 feet of the easterly 30.00 feet abutting N.E. 223<sup>rd</sup> Avenue of Parcel 2, Partition Plat No. 1993-9, Multnomah County Plat Records (MCPR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; The westerly line of said 18.00 foot wide strip lies 60.00 feet westerly of, when measured at right angle to and parallel with the centerline of N.E. 223<sup>rd</sup> Avenue.

Containing 2,567 square feet more or less.

### PARCEL 6: Temporary Construction Easement

A 5.00 foot wide strip of land being the westerly 5.00 feet of the easterly 35.00 feet abutting N.E. 223<sup>rd</sup> Avenue of Parcel 2, Partition Plat No. 1993-9, Multnomah County Plat Records (MCPR), situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon; The westerly line of said 5.00 foot wide strip lies 65.00 feet westerly of, when measured at right angle to and parallel with the centerline of N.E. 223<sup>rd</sup> Avenue.

Containing 713 square feet more or less.

### PARCEL 7: Fee

That portion of land conveyed to J. Patrick Kehoe and Leila Kehoe in Document No. 2002-227229, Multnomah County Deed Records (MCDR) that lies northerly of a line being parallel with and 40.00 feet southerly of the centerline of N.E. Sandy Blvd, County Road No. 917.

Containing an area of 4164 square feet more or less.

Said Document No. 2002-227229 (MCDR) described as follows:

“A tract of land situated in the E.R. Scott Donation Land Claim and the Northeast One-quarter of Section 28, Township 1 North, Range 3 East of the Willamette Meridian, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a point of intersection of the northwesterly right-of-way line of the Columbia River Highway (I-84) and the West line of that certain tract of land described in Book 2011, Page 690 (1960), Multnomah County Deed Records, from which the East One-quarter Corner of said Section 28 bears S23°14'07"E, 565.41 feet; thence N79°24'05", along said northwesterly right-of-way line, a distance of 322.84 feet to a point on the South right-of-way line of N.E. Sandy Boulevard. (Rd. No. 917, 50' wide); thence N89°35'15"W, along said South right-of-way line, a distance of 316.07 feet to a point on the West line of said Book 2011, Page 690; thence S01°10'45"W, along said West line, 61.67 feet to the point of beginning. Containing an area of 9745 square feet more or less.”

As shown on the attached map herein made a part of this document. In the event of a conflict or discrepancy between the map as shown and the written legal description, the written legal description shall prevail.





NOT TO SCALE

PARCEL 4  
PARCEL 5  
PARCEL 6

500 WEST 208.0'  
0.98 AC.  
PARCEL 1  
PARCEL 2  
PARCEL 3  
SOUTH 210.4' W/L

(BLUE LAKE RD.) RD. 741  
AVE.

N. OR. 1-26-1956  
N0°02'15"W  
389.94'

NE 223RD  
N. OR. 3-5-1985  
N. 0°02'15"W  
208.0'

300  
7.00 AC.

585'24" W  
210.0' 400  
0.97 AC.  
208.0' N0°02'15" W

IN ST. 2002-205052

SANDY

SEE HWY. D

PARCEL 7

600  
0.49 AC.

700  
0.37 AC.

801  
2.13 AC.

BANFIELD

S.W. COR.  
CHARLES FEZETT  
D.L.C. 47

U.S. HWY

EXHIBIT "A"  
PAGE 5 OF 5

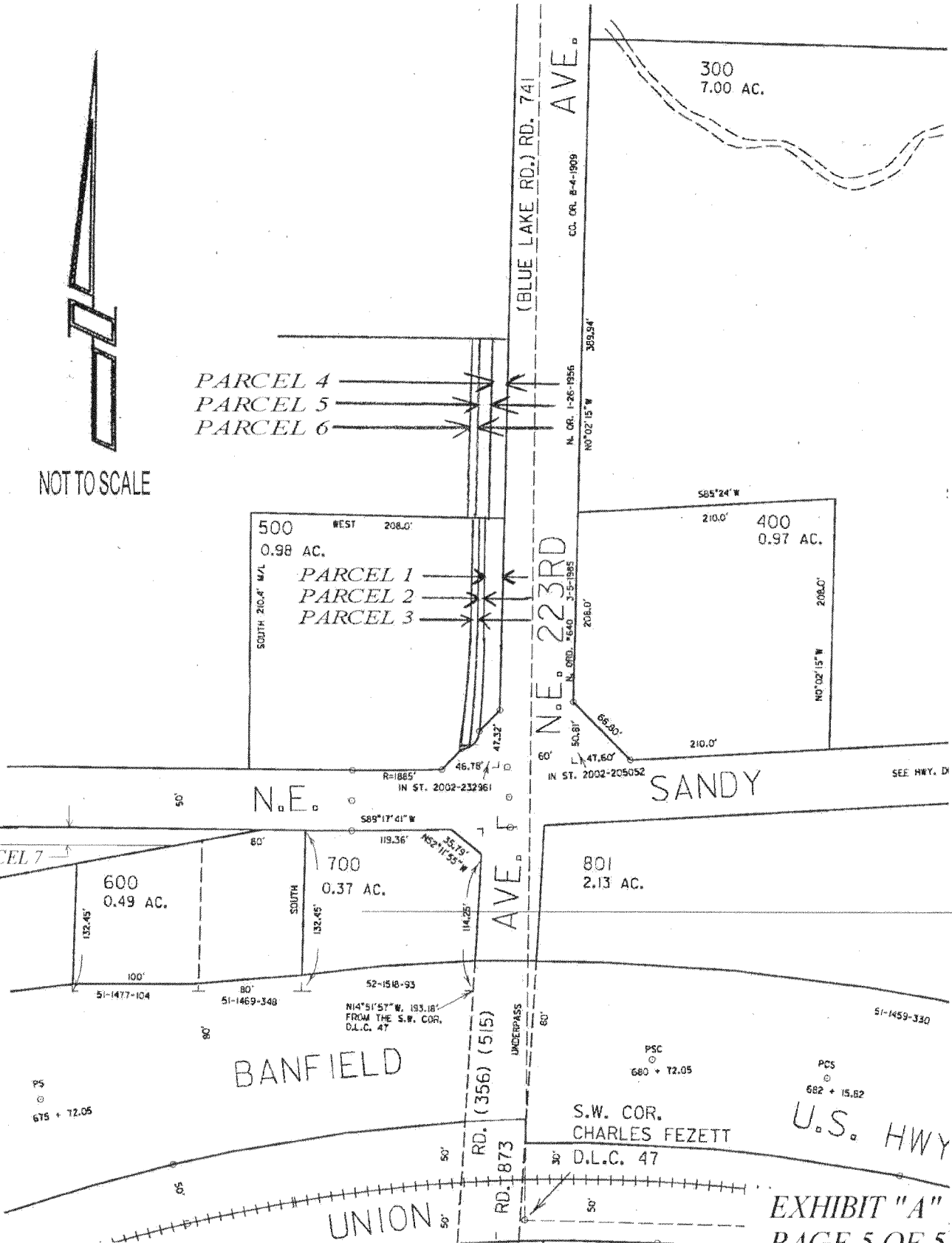
UNION

RD. (356) (515)  
RD. 873  
UNDERPASS

PS  
675 + 72.05

PSC  
680 + 72.05

PCS  
682 + 15.82





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-3  
Est. Start Time: 9:40 AM  
Date Submitted: 03/28/06

### BUDGET MODIFICATION: -

**Agenda Title:** RESOLUTION Approving the Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan

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

<b>Date Requested:</b>	April 6, 2006	<b>Time Requested:</b>	20 minutes
<b>Department:</b>	County Human Services	<b>Division:</b>	Mental Health and Addiction Services
<b>Contact(s):</b>	Chris Murphy		
<b>Phone:</b>	503 988-5464	<b>Ext.:</b>	22458
<b>I/O Address:</b>	167/1/520		
<b>Presenter(s):</b>	Nancy Winters, Ray Hudson		

### General Information

**1. What action are you requesting from the Board?**

Review of the Multnomah County Community Mental Health Program 2007 – 2009 Biennial Implementation Plan. A plan is required of all county community mental health programs by the State of Oregon. This review has no budget or service delivery impact.

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

Per Oregon Revised Statute 430.630 and 430.640, the State of Oregon Office of Mental Health and Addiction Services (OMHAS) has the responsibility for reviewing and approving the county Biennial Implementation Plan for the establishment and operation of county Community Mental Health Programs. Accordingly, OMHAS requests the County to submit a biennial plan encompassing treatment and prevention services for mental health, addiction, and problem gambling. The county plans will help guide OMHAS in the development of the 2007 -2009 County Financial Assistance Agreement (CFAA). The county plans will also provide information for development of the 2007 - 2009 OMHAS Budget Request.

The plan outlines how Multnomah County Mental Health and Addiction Services Division (MHASD) will utilize state funding for 2007 – 2009 biennium. In the plan MHASD identifies any changes in needs, resources or other circumstances that might require alteration in the service delivery system.

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

No fiscal impact in the immediate future. The biennial implementation plan will be used by OMHAS to develop the 2007 - 2009 OMHAS Budget Request, which attempts to influence the amount of funding available for mental health, addiction and gambling treatment services.

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

The County Biennial Implementation Plan is used by OMHAS to identify areas of need across the State. They use this information to request funding for services from the legislature.

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

The Biennial Plan was distributed to the Adult Mental Health and Substance Abuse Advisory Committee (AMHSA), Child and Adolescent Mental Health and Substance Abuse Advisory Committee (CAMHSAC), Local Public Safety Coordinating Council (LPSCC), and County Commission on Children & Families (CCFC), for review and feedback.

---

**Required Signatures**

---

**Department/  
Agency Director:**

*Ref Surface*

**Date:** 03/28/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Approving the Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan

**The Multnomah County Board of Commissioners Finds:**

- a. ORS 430.630 requires each local mental health authority to adopt a comprehensive local plan for delivery of mental health and addiction services for children, families, and adults that describes the methods for providing those services. The plan must be reviewed and revised biennially.
- b. The County's comprehensive plan has been reviewed and feedback provided by the Local Public Safety Coordinating Council, Oregon Department of Human Services Service Delivery Area Manager, Multnomah County Commission on Children, Families, and Community, Multnomah County Adult Mental Health and Substance Abuse Advisory Committee, and the Children's Mental Health and Substance Abuse Committee.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board of County Commissioners of Multnomah County approves the attached Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan and authorizes its official submission to the Oregon Department of Human Services.

ADOPTED this 6<sup>th</sup> day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Agnes Sowle, County Attorney

BOARD OF COUNTY COMMISSIONERS REVIEW AND APPROVAL

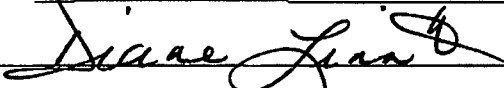
County: Multnomah

In accordance with ORS 430.258 and 430.630, the Board of County Commissioners has reviewed and approved the mental health and addiction services County Biennial Implementation Plan for 2007-2009. Any comments are attached.

Name of Chair: Diane M. Linn

Address: 501 SE Hawthorne Blvd  
Portland, OR 97214-3587

Telephone Number: 503-988-3308

Signature: 

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-045**

Approving the Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan

**The Multnomah County Board of Commissioners Finds:**

- a. ORS 430.630 requires each local mental health authority to adopt a comprehensive local plan for delivery of mental health and addiction services for children, families, and adults that describes the methods for providing those services. The plan must be reviewed and revised biennially.
- b. The County's comprehensive plan has been reviewed and feedback provided by the Local Public Safety Coordinating Council, Oregon Department of Human Services Service Delivery Area Manager, Multnomah County Commission on Children, Families, and Community, Multnomah County Adult Mental Health and Substance Abuse Advisory Committee, and the Children's Mental Health and Substance Abuse Committee.

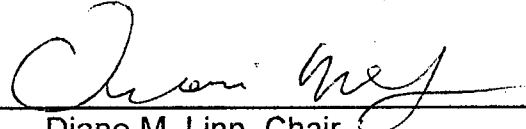
**The Multnomah County Board of Commissioners Resolves:**

1. The Board of County Commissioners of Multnomah County approves the attached Multnomah County Mental Health and Addiction Services Fiscal Year 2007-2009 Biennial Implementation Plan and authorizes its official submission to the Oregon Department of Human Services.

ADOPTED this 6th day of April 2006.

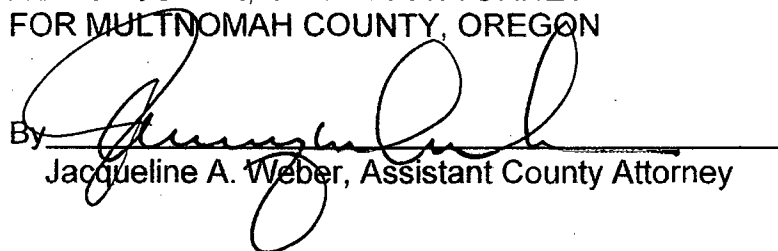


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Jacqueline A. Weber, Assistant County Attorney



Multnomah County

**Biennial  
Implementation  
Plan**

**2007 - 2009**

**Contact Person:**

Nancy Winters, LPC  
Interim Director  
Mental Health and Addiction Services Division  
421 SW Oak St. Suite: 520  
Portland OR 97204  
Phone: 503-988-4055 Ext. 84055  
[nancy.winters@co.multnomah.or.us](mailto:nancy.winters@co.multnomah.or.us)

**For Additional Copies:**

Chris Murphy  
Mental Health and Addiction Services Division  
421 SW Oak St. Suite: 520  
Portland OR 97204  
Phone: 503-988-5464 Ext. 22458  
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Multnomah County  
2007-2009 Implementation Plan  
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## EXECUTIVE SUMMARY

The population served by Multnomah County's MHASD includes the chronically mentally ill; children, families and adults, and clients with a substance abuse and/or dual diagnosis disorders. MHASD provides mental health services to the frail elderly, developmentally disabled, and physically and mentally disabled that have a mental illness as well. We have outlined the programs and services that we feel can best meet these citizen's needs in this report. The development of this 2007-2009 Biennial Plan was accomplished in an era where a primary concern of this County is the shrinking availability of mental health and addictions funding, while the need for those services is growing.

### Funding concerns:

- The Mental Health and Addiction Services Division (MHASD) provides over 1,100 outpatient A&D treatment slots per year, and spends just over \$900,000 per month on A&D residential treatment. At those levels, we estimate we are meeting 50% – 60% of demand. Added to this concern is the loss of A&D funding resulting from the sunset of Multnomah County's temporary I-tax. These and other factors create the stage for a potential A&D crisis in Multnomah County. (More on this topic on page 10.)
- The Medicaid Mental Health System for Children has been reduced by 20% over the past four years, the next phase of this funding cut will be effective January 1, 2006. This will lead to a reduction of ongoing mental health treatment for at least 400 children who are Oregon Health Plan eligible. (More on this topic on page 28.)
- The severe inadequacy of funding for prevention, including substance abuse prevention, is well known across community sectors. There is general agreement that supports for children and families and comprehensive health promotion are critically important for long-term community health. However, federal, state, and local funding have not been balanced to adequately fund prevention. (More on this topic on page 20.)
- The percentage of all persons placed on an emergency hold that are identified as uninsured or indigent at the time of their hospital admission has increased each year since 2003. In 2003, 13.3% of all persons placed on a hold were uninsured or indigent; the number increased in 2004, and again in 2005 when up to 18% were uninsured or indigent. This increase in hospital use by unfunded residents is very costly. Over \$1.5 million dollars were spent on emergency holds in 2005.

It is, therefore, the primary goal of this County to make the best possible strategic choices in procuring and managing our mental health and our alcohol and addiction services, in an effort to create the greatest possible impact with our available social service dollars.

## **Multnomah County 2007 – 2009 Implementation Plan**

### **Planning Process used to Update Biennial Plan**

As part of the planning used to update the biennial plan, numerous public meetings were held to obtain provider and consumer feedback on the then projected new system of care for children and families as well as the adult system of care. Community meetings were held for child and adult services, and a wide variety of providers, stakeholders, consumers and County residents participated in providing input. The proposed adult system changes were also presented at provider agency consumer meetings. Presentations on the new system took place at consumer advisory meetings, including the Adult Mental Health and Substance Abuse Advisory Committee (AMHSA) and Children's Mental Health and Substance Abuse Committee (CMHSAC).

Internal data was also used to determine what the new systems of care should look like. Underserved populations were identified and utilization trends examined. Regulatory changes and funding requirements were also considered when creating the new systems of care.

Utilization information and the input from these meetings were used to develop the adult system of care and child and family system of care Requests for Programmatic Qualifications (RFPQ). The intent of the RFPQs was to procure the types of services the planning process had determined would make the best use of available funds. Each respondent to the RFPQs was asked how they would incorporate culturally specific practices into their provided services so underserved populations could and would access treatment.

Additionally, to further address the problem of culturally competent treatment, the County has been meeting with representatives of the underserved populations to find out how they can best be assisted in building infrastructure. County General Funds will be used to procure culturally competent services with this information.

**Multnomah County**  
**2007 – 2009 Implementation Plan**  
**Functional Linkages with State Hospital & Inpatient Providers**

**Task: Provide a description of current functional linkages with the State Hospital System and mental health acute care inpatient providers.**

Multnomah County Mental Health and Addiction Services Division (MHASD) maintains current functional linkages with local acute care inpatient mental health providers through the Mental Health Call Center, Involuntary Commitment Program, and through relationships maintained at the administrative level.

The Multnomah County Mental Health Call Center is the clinical resource hub for the county crisis network and provides a first point of contact with local acute care facilities and other crisis providers in the community such as emergency departments, mobile mental health outreach, police and community corrections. The Mental Health Call Center is consulted before admission of any Verity MHO member to consider medical necessity for acute care services and clinically appropriate diversion alternatives. Pre-authorization for acute care services is required by Verity for the purpose of community coordination, utilization management and payment. The Mental Health Call Center is available 24 hours a day, 7 days per week to be called by any Multnomah County resident (regardless of OHP eligibility) who presents at local acute care hospitals needing psychiatric treatment. The Call Center has a dedicated line for police and community corrections. When police interact with a mentally ill person, they can work with the Call Center to avoid a potential incarceration when treatment is more appropriate.

MHASD presents regularly to crisis providers in the community in an effort to foster closer relationships with the community emergency services/crisis network. These presentations solidify the Mental Health Call Center's role as the leader in the mental health crisis system. It also provides a forum for acute care providers and other crisis providers to discuss resources and strategies for keeping consumers in need of community based mental health services in the least restrictive community setting.

Additionally, by having regular communication and case consultation, the Mental Health Call Center aims to decrease the number of unnecessary emergency department visits and unnecessary jail bookings for persons who can be best served in the community mental health system. The Call Center has access to wraparound services, mobile outreach services, or flexible funds if housing is needed. Additionally, the Mental Health Call Center has access to the network of Verity clinical providers in the community who can assist in creating safe community based diversion plans.

As part of the Waitlist Reduction Project, the Call Center can dispatch the County's contracted mobile crisis services, Project Respond, to evaluate persons for other, less restrictive, community treatment resources when appropriate. For all admissions, the Call Center identifies whether the person has a Primary Provider in our mental health system. For persons with Primary Providers, the Primary Provider is notified of the admission and works with the Call Center to coordinate care and discharge planning. For persons without a Primary Provider, the Call Center coordinates a referral for a Primary Provider who begins to offer outpatient mental health services, usually prior to discharge from acute care.

Commitment Services at Multnomah County is a second point of linkage with local acute care hospitals. Multnomah County Involuntary Commitment Program (ICP) is responsible for investigating all Notices of Mental Illness filed in Multnomah County to determine whether or not persons held involuntarily for mental health treatment should be referred for civil commitment. This work unit has daily contact with staff and patients of all local acute care hospitals in the process of investigating these Notices. In the process of conducting an investigation, ICP staff also provide a link between the inpatient treatment providers and the outpatient providers as less restrictive treatment options are explored.

For persons who are civilly committed in Multnomah County, the MHASD Commitment Monitors are able to connect individuals with community treatment providers upon discharge. A commitment monitor is assigned to each local acute care hospital to work with the hospitals in the planning and treatment for all Multnomah County committed persons. These commitment monitors have daily contact with the hospitals in the oversight of the treatment of committed patients. They provide a linkage to community resources, monitor referrals to the State Hospital, and oversee the discharge planning process.

Multnomah County MHASD also maintains relationships with local acute care hospitals in the administrative venue. MHASD administrative staff participates in the monthly Metro Acute Care Advisory Council (MACAC). This meeting is comprised of representatives of all local acute care hospitals, all Metropolitan Area Counties and contracted providers as well as representatives from the State Hospital and the State Office of Mental Health and Addiction Services. Issues related to the overall Metropolitan Area system of care are discussed. MHASD is also represented at the monthly Regional Emergency Department meeting. Hospital emergency departments are often the point of entry to inpatient mental health treatment. MHASD, in partnership with medical staff from contracted outpatient providers, has also initiated a bi-monthly meeting involving inpatient and outpatient physicians and clinical administrators to facilitate consistent, functional communication between inpatient and outpatient treatment providers.

**Multnomah County**  
**2007 – 2009 Implementation Plan**  
**High Priority Needs for All Program Areas**

The needs assessment performed by Multnomah County MHASD identifies the following needs as critical:

**1. To Improve the Mental Health of its Citizens:**

As an urban area, Multnomah County serves both a large population base and more chronically and severely ill residents. According to the Department of Human Services Office of Mental Health and Addiction Services MHO Utilization Report, Multnomah County provides a higher percent of services to individuals with schizophrenia and other psychotic disorders (21%) than the State average (17%). Multnomah County also serves a disproportionately large number of adult individuals whose mental illness is severe enough to require residential care in thirty residential treatment homes and facilities licensed, totaling 284 beds. The County is also home to multiple residential treatment facilities for children.

Multnomah County's Mental Health System Redesign in 2001 provided better access to care, improved service coordination through the call center and crisis services. Sustaining the gains made in these areas continues to be a top priority in the upcoming Biennium. Walk-In clinics providing no appointment assessments and screening services, access to licensed practitioners, and crisis intervention, are more necessary now than in 2001 when more residents had Oregon Health Plan coverage. Mobile Crisis Teams initiated with the last redesign are still available twenty-four hours per day. Success of future system improvements is contingent upon maintenance of these critical system components.

In an effort to best serve and improve the mental health of these large numbers of clients, MHASD has redesigned its mental health system to create a system of services that are integrated and comprehensive. MHASD has qualified local mental health providers to provide a full array of mental health services for adults and children. Services include care coordination and acute care management, which is provided to children and families and adults who are in need of high acuity treatment services. These services are built on a Recovery based model that includes active front door/back door policies. These are clear procedures designed for allowing clients to enter treatment when they are ill and exit treatment when they are no longer in need of treatment.

MHASD is increasing access to services by providing Community-Based Services for people who cannot or will not access services on their own but who are in obvious and urgent need of mental health and addictions treatment services. This includes providing well-integrated community support to ensure that basic living needs are met.

MHASD is improving its quality management and using the services of a third party administrator to better track client treatment and outcomes. It is also ensuring accountability from providers based on the use of evidence practices and the monitoring of treatment outcomes in order to better incorporate a cause and effect theory aimed at *improving the level of functioning* and producing measurable results.

Assertive Community Treatment (ACT) and Dialectical Behavior Therapy (DBT) will be provided for consumers who are at high risk of needing acute care services and have not done

well in traditional outpatient programs. These services are both shown to decrease adult acute hospitalizations. One of the criteria for qualifying for ACT services includes risk of incarceration.

In a report published by the Public Safety Coordinating Council of Multnomah County "A Study of People With Mental Illness In The Criminal Justice System", over-representation of people with mental illness in the jail is cited as a key issue. "Although approximately 5% of the national population is estimated to have a serious mental illness, a figure that holds across economical and racial groups, the prevalence of mental illness among the population in jail or prison is estimated at 16% nationwide. Multnomah County is ahead of the national average, with about 13.8 % of people booked into jail having a mental illness. In 2004: 24,759 people (unduplicated) were booked into the Multnomah County jail during the year, some more than once, for a total of 41,139 bookings. Corrections Health placed 3,413 of these people on a medical psychiatric alert at some time during the year. A psychiatric alert is placed when an initial health assessment reveals a history of mental illness, suicidal thought, or disruptive or bizarre behaviors. These 3,413 people represented 13.8% of the total booked population. These 3,413 people were booked 5,009 times, representing 12.7% of all bookings. Such over-representation of people with mental illness in jail illustrates the unfortunate fact that jails have become de facto treatment facilities. For most people with a mental illness, treatment is more effectively provided in community settings, ranging from secure facilities, to residential services, to supported or independent living. Co-occurring substance abuse disorders are also a major concern, affecting an estimated three quarters of people booked into jail nationwide who have a serious mental illness. In Multnomah County, the County Jail's drug-use forecasting data show that over half (54 to 76% of men and 51 to 88% of women) test positive for at least one illegal drug when booked, and that inmates with addiction issues are most likely to have frequent incarcerations."

All MHASD contracts with mental health and addiction services providers require that culturally competent and/or specific services are provided. In recognition of the County's growing ethnic diversity, it is a requirement in all county contracts that culturally specific needs are met through providing culturally and linguistically appropriate treatment to high-risk clients.

## 2. To Increase Economic Independence (Employment part of Adult System of Care and A&D programs)

Multnomah County has experienced an unemployment rate that is higher than the national unemployment rate. Financial difficulties resulting from prolonged unemployment add to the level of demand for county services. Housing and employment are both integral parts of recovery, which is why the County is making these services a priority. Supported employment is one of the evidence-based practices that MHASD is purchasing through its Adult System of Care RFPQ. All respondents were asked to identify ways they would assist individuals in gaining and maintaining employment. Those who wish to provide Assertive Community Treatment (ACT) are required to have a vocational specialist on the team to assist the most severely ill in finding and keeping jobs in the community.

## 3. To Create Partnerships

The number of arrestees who test positive for drugs in Multnomah County is very high: 82.2% of all females and 71.5% of all males. Multnomah County MHASD has improved its efforts to help address alcohol or drug abuse and dependence in the mentally ill. They have done this by

requiring that A&D and mental health providers provide integrated assessments and treatment planning. They are also requiring that providers create closer integrated partnerships with DCJ, jails, health care, and other community partners. MHASD believes that creating partnerships with business, law enforcement and health care agencies can provide better outcomes than a single agency working alone. MHASD is also contractually requiring that providers work strategically with other community partners in order to expand services beyond what government is able to do to support vulnerable populations

#### 4. To Provide Readily Available and Easily Accessible Crisis Services.

The mental health call center receives a total number of calls of approximately 4,300 per month at the 24-hour crisis line that is staffed by master's level practitioners. A large amount of the calls are not crises, but are requests for information and case management among Verity enrollees. This program is highly effective and saves money because it allows clients to get contact and advice without going for more expensive treatment. The mental health call center operates 24/7, 365 days a year and is staffed by mental health professionals. They respond to mental health crises, requests for mental health services, and are responsible for the coordination of crisis and inpatient mental healthcare. There is also a phone line dedicated for corrections, so that if police are called to intercede with a mentally ill individual, the Call Center can assist in finding services that can prevent a jail stay.

#### 5. To Provide Prevention Services

Through the redesign of its mental health system and its continued efforts in A&D, MHASD is working to provide prevention efforts that are well coordinated and have agreed upon, shared, and well-articulated goals.

#### 6. To Provide Alcohol and Drug Treatment:

MHASD provides an array of Addiction Treatment services, including case management, transitional housing, and relapse prevention designed to assist clients in their struggle to achieve and maintain their sobriety. These include:

- Addiction Services – Detoxification, Residential, Outpatient, Methadone Treatment, Supported Housing, and Support and Education.
- Mentorship programs for clients with substance abuse problems to support them in recovery group participation as well as other services.
- Providing culturally and linguistically appropriate treatment to high-risk clients with a substance abuse disorder.

MHASD provides over 1,100 outpatient treatment slots per year, and spends over \$900,000 per month on residential treatment. At those levels, we estimate we are meeting 50% - 60% of demand. There are two major factors currently influencing the future of A&D programs in Multnomah County. The first of these involves Multnomah County's implementation, two years ago, of a temporary income tax (the "I-Tax".) As a result of this tax we were able to double the number of methadone treatment slots available to the county's residents and these slots were filled immediately. Secondly, MHASD just received wait lists, as of December 1, 2005, from all of our residential providers. After collating these lists and eliminating duplicates, we were able to identify that there are over 500 county residents waiting for residential services. These two factors speak of a potential pending crisis in A&D in Multnomah County. The temporary



income tax referred to above has just ended, and because of the loss of funding we are being forced to reduce our current methadone treatment slots by 50%. Add to this the impact of the residential service wait lists and it is obvious that a potential crisis is looming.

Multnomah County is currently not meeting its citizens' need for A&D treatment. Approximately 15,000 treatment episodes are recorded in the County each year (a number greater than the entire population of many Oregon counties.) A reasonable estimate of what is needed indicates that at least another 8,000 to 10,000 treatment episodes need to be made available to meet our residents' needs. According to recent information from the Office of Mental Health and Addiction Services, the County can expect an 8% reduction in Service Element 66: A&D funding, effective in July 2007.

#### 7. To Provide Gambling Services:

The Gambling Program services are provided for problem gamblers and their families, providing prevention and treatment services. More information on this service is available on page twenty-five of this document.

#### 9. To Increase Access To Stable, Affordable and Decent Housing

*Housing First* is a part of all A&D and is included in Adult Mental Health System of Care programs. In addition to supported employment, housing is a system priority for the County.

#### 10. To Provide Services to Homeless Youth

Homeless youth receive services through Outside In, which does outreach to these at-risk children. Outside In has experience with this population and provides treatment, care coordination, and links youth to other appropriate social services.

**Multnomah County  
2007 – 2009 Implementation Plan  
Allocation and Use of OMHAS Resources**

Funding from OMHAS is allocated to programs provided by Multnomah County MHASD or by our sub-contractors as follows:

Service Element	Service Provision
LA01	Mental Health and Addiction Services Division Administrative Expenses.
MHS 20	Adult CMI case management/care coordination, trial visit monitoring, abuse investigation, residential case management, and other services designed to prevent hospitalization.
MHS 22	Children and adolescent mental health services including early childhood, school aged, intensive in-home treatment, treatment foster care, and care coordination.
MHS 24	Acute mental health services including inpatient hospitalization.
MHS 25	Adult and Child non-OHP community crisis services including crisis walk-in clinic, mobile outreach, and crisis line.
MHS 28	Mental health residential services.
MHS 30	PSRB
MHS 35	Older adult mental health services, including the multi-disciplinary team.
MHS 38	Residential
MHS 39	Transitional housing
A&D 60	Special projects including the housing conference, family involvement team and services to Latino youth.
A&D 61	Residential alcohol and drug treatment, including services to pregnant African American women.
A&D 62	Housing for dependent children whose parents are in alcohol and drug residential treatment.
A&D 66	Outpatient alcohol and drug treatment
A&D 70	Prevention/Early intervention services
A&D 71	Youth alcohol and drug residential treatment
A&D 80	Gambling prevention services
A&D 81	Gambling treatment services
A&D 83	Gambling treatment enhancement including brochures and gambling awareness week.

Decision making, in terms of the allocation and use of OMHAS funding, was determined in concurrence with a major redesign of Multnomah County's Mental Health System. As a primary first step in this redesign, Multnomah County's MHASD released its first Request for Programmatic Qualifications (RFPQ) in March 2005. This first step was designed to begin the implementation of plans to create a comprehensive system of care for children, families and for adults in Multnomah County. The Children and Family System of Care and the Adult System of Care changes were developed as a result of a belief that standards for quality of care and the implementation of services with proven efficacy were lagging behind current research and system of care findings. We also believed a functional system of care could not be developed from a series of uncoordinated contracts that significantly vary in quality of service. Therefore, the County's goal in the redesign was to ensure that the services it purchased were evidenced based and that the system was as integrated from a management and clinical perspective as possible and to ensure that the System of Care could provide services in a seamless manner for OHP and non-OHP children, families and adults.

An RFP or RFPQ is a legal procurement procedure, which is viewed as the formal end of an involved planning process. This planning process incorporates a five-year cycle, largely because the maximum legal life span of any Multnomah County RFP or RFPQ is five years. MHASD's choice to use an RFPQ instead of an RFP allows the county greater flexibility in adjusting the provision of Mental Health and A&D treatment services in the community. It allows the system to qualify many providers and then adjust contract awards and services on a yearly basis, if necessary, based on the following criteria:

- County and Department strategic priorities
- Overall system of care needs and deficiencies
- RFPQ proposal information and evaluation input from the RFPQ Raters
- Provider/system stability
- Provider experience
- Number and type of funded slots/beds
- Funder-imposed requirements or restrictions (i.e. non-profit, etc.)
- Specific population coverage
- Geographic service coverage
- Coverage of specific modalities
- Client needs and trends
- Provider economy of scale
- Past performance
- Certification status
- Other factors as deemed appropriate by the system of care.

To assist MHASD in making the funding allocations, the providers responding to all of the RFPQs were required to complete a "Bed/Slot Request Form." They specified the minimum and maximum capacity or amount of service they could provide. MHASD and the Department of Community Justice, and other major funders of alcohol and drug treatment services, have worked together to make funding and service decisions for the fiscal year beginning July 1, 2006. By coordinating allocations, the County is making every effort to maintain and strengthen the continuum of treatment services in the County.

Three major RFPQs have been released by MHASD since March 2005, these include:

1. The System of Care for Children and Families: Children's Intensive Mental Health Treatment and Special Populations Services RFPQ (March 2005)
2. The System of Care for Children and Families: Services for School-Aged Children RFPQ (July 2005); and
3. The Adult System of Care RFPQ (September 2005.)

Each of these RFPQs was designed to move the County's mental health system to the next level of competency and gain greater control over the quality and cost of mental health services provided.

An intense planning process was utilized to develop each of these RFPQs. Numerous community meetings were held for children's and for adult services and a wide variety of providers, stakeholders, consumers and County residents participated in providing input. The resulting RFPQs allowed Multnomah County MHASD to qualify agencies that could provide comprehensive mental health services for OHP and non-OHP children and families and for adults.

#### **Intensive Community Based Services for children:**

Currently the county has qualified mental health providers to supply the following Intensive Community based services for children. These include:

- Screening
- Assessment and treatment planning
- Family involvement and supports including wraparound service delivery tailored to individual child and family needs
- Family education and support
- Skill training
- Mental health consultation
- Care coordination
- Supports and interventions in school-based setting whenever possible
- Psychiatry and medication management
- In-home and office-based individual and family therapy
- Respite services
- Crisis services
- Psychiatric day treatment
- Psychiatric residential treatment
- Inpatient hospitalization

**Providers of Intensive Community based services qualified to supply services in two categories and nine service areas:**

#### **Category I: Intensive Mental Health Treatment Services**

1. Psychiatric Residential Treatment Facility
2. Psychiatric Day Treatment Services

## **Category II: Special Populations Services**

### **Part A: Intensive Family Search and Preservation Services and Treatment Foster Care**

3. Intensive Family Search & Preservation Services
4. Treatment Foster Care

### **Part B: Intensive In-Home Family Services**

5. Intensive In-Home Family Services

### **Part C: Individually Tailored Mental Health Outpatient Services including Behavioral Rehabilitation Services (BRS)**

6. Individually Tailored Mental Health Services
7. Behavioral Rehabilitation Services

### **Part D: Crisis Respite**

8. Foster Care Crisis Respite

### **Part E: Transition Aged Services**

9. Transition Aged Services for 17 to 21 year olds and Homeless Youth Outreach

## **School-aged services for Children:**

The County has qualified providers, through the System of Care for Children and Families: Services for School-Aged Children RFPQ, to supply mental health services to School-Aged children. These services include:

- a. Mental Health Assessment
- b. Case management and Coordination of Care
- c. Family Therapy
- d. Integrated Adult Mental Health and Addiction Services including case management, supported housing and employment, psychiatry and addiction services)
- e. Individual Therapy and Skill Building
- f. Parent Coaching and Support
- g. Respite
- h. Flexible and Wraparound Services
- i. Extensive In Home and In School Services
- j. 24/7 Intensive Response to High Risk/High Needs Families within Caseload. This includes being available by phone and in person to de-escalate crisis situations by someone who is familiar with the child and the family.
- k. Psychiatric Assessment and Medication Management
- l. Foster Family In Home Supports
- m. Other Necessary Services

## **Evidenced Based Practices (EBP) for Children:**

The children's contracts for Intensive Treatment Community Services, School-age children and Early Childhood, require providers to use at least the following EBP's:

- Incredible Years

- Wraparound Services
- Multi-Systemic Therapy
- Oregon Social Learning Center, Multidimensional Treatment Foster Care.

Within the System of Care for Families, MHASD is also in the process of integrating an evidence based family readiness assessment tool into the outpatient intake process. The Family Check Up (FCU) model consists of an initial interview, an assessment session, and a motivational feedback session (Dishion & Kavanagh, in press). The Family Check Up model is designed to build parental motivation and to engage families in the most appropriate family-centered intervention. Motivational interviewing provides the foundation for the Family Check Up based on the work of Miller and Rollnick (1991). In the feedback session, the therapist collaborates with the parent in selecting one or more intervention options from the family-centered intervention menu. MHASD is currently negotiating a contract with Kate Kavanaugh to provide training for school-aged mental health providers. She is also actively working with local mental health providers who are in the process of implementing this tool.

MHASD requires, in its contracts, that all children's mental health providers who provide service to Multnomah County residents will follow the State statute regarding evidence based practices (EBP). The statute requires that, for the 2005-07 biennium, 25% of state funds be used to treat people with mental illness who use or have a propensity to use emergency mental health services. In the 2007-09 biennium, the percentage of funds to be spent on EBPs increases to 50% and in the 2009-2011 biennium to 75%.

### **The Adult System of Care**

The Adult System of Care is based on the following goals:

- All service delivery is culturally relevant with the involvement of the consumer, family members, and other members of the consumers' natural support system.
- An effective front door is in place to provide timely access to the system, with front door workers that are properly trained to triage clients to the appropriate service.
- Crisis services are in place to divert people from higher levels of care and connect them with appropriate inpatient alternatives.
- Inpatient services are focused on stabilization and discharge planning to ensure that adequate care is available upon discharge.
- Stable and supported housing is a system priority.
- Individuals with low to moderate need are provided appropriate evidence-based outpatient services including brief treatment, psycho-education, support groups, etc.
- Individuals with moderate to high need receive appropriate evidence-based services with adequate case management, which promote illness management and recovery and reduce the need for higher levels of care.
- Intensive wrap around community integrated services are available for very high need clients including Assertive Community Treatment (ACT) teams.
- Active back doors are in place with developed aftercare programs.
- The system will be able to address and serve those mentally ill individual with specialized health care needs such as medical and psychiatric co-morbidity, developmental disabilities and chronic homelessness.
- The goal of the initial contact is to do the assessment, triage individuals whose needs can be addressed by social service agencies and to refer those individuals accordingly.

Implementing all aspects of this program should help to manage the flow of quality services and funds in a far more effective manner.

### **Adult System of Care Services:**

Currently the county has qualified mental health providers to supply adult mental health services. These include:

- a. Treatment readiness and community based engagement services
- b. Mental Health Assessment and treatment planning
- c. Case Management and Coordination of Care
- d. Individual, group and family therapy based on established Evidenced Based Practices
- e. Integrated Adult Mental Health and Addiction Services including case management, supported housing, education and employment, psychiatry and addiction services
- f. Flexible and Wraparound Services
- g. Recovery Model Mental Health Services
- h. In home and community based services
- i. Crisis Services during business hours and 24/7 response by phone and/or in person to de-escalate crisis situation by someone who is familiar with a consumer
- i. On-site hospital discharge planning coordination and treatment planning
- j. Psychiatric Assessment and Medication Management
- k. Mental health support services to adult residential facilities and transitional housing programs
- l. Other necessary services

### **Adult System of Care consists of five service categories:**

- Category I: Assertive Community Treatment  
(2 ACT teams to serve 100 individual Verity members each)
- Category II: Dialectical Behavior Therapy (DBT)
- Category III: Services for Severely Mentally Ill (SMI)
- Category IV: General Outpatient Mental Health Services
- Category V: Respite and Sub-Acute Services

### **Adult System of Care Evidence-Based Practices:**

During the 2007-2009 biennium it is expected that a minimum of six fidelity models will be implemented in the adult mental health system. They are:

- Supported Employment
- Co-Occurring Disorders: Integrated Dual Diagnosis Treatment
- Illness Management and Recovery
- Family Psychoeducation
- Assertive Community Treatment
- Medication Management Approach in Psychiatry.

Through the Adult System of care RFPQ, the County purchased through mental health service providers, Assertive Community Treatment and Dialectical Behavior Therapy. These two EBP's will comprise 25% of funding in the 2005-2007 biennium in accordance with the SB 267. These two EBP's were selected based on inpatient and outpatient data, which identified a service need

for consumers needing intensive outpatient services to reduce higher and more restrictive levels of care.

The County requires in its contracts that all adult mental health providers who provide service to Multnomah County residents will follow the State statute regarding evidence based practices (EBP). The statute requires that, for the 2005-07 biennium, 25% of state funds be used to treat people with mental illness who use or have a propensity to use emergency mental health services. In the 2007-09 biennium, the percentage of funds to be spent on EBPs increases to 50% and in the 2009-2011 biennium to 75%.

### **Mental Health and Addiction Services Division's Alcohol and Drug Treatment programs**

Beginning in July 2007, the Mental Health and Addiction Services Division's Alcohol and Drug treatment programs will be in the third year of a five-year procurement. The RFPQ described successful providers as programs that will:

- Utilize case management services;
- Utilize evidence based practices;
- Offer manual guided therapies;
- Employ motivational enhancement techniques;
- Use an integrated treatment model;
- Are dually licensed as an A&D and Mental Health Provider.

The RFPQ further focused on manual-guided programs such as: A program that has adopted an evidence-based practice, in which its intervention is codified in a written protocol or manual. The manual defines the theory, active components, duration, intensity, and procedures of treatment, which can be used to assure that treatment is of a consistent quality and approach. Program manuals lay out guidelines for staff-client ratio, details of clinical supervision, and require that staff adherence to the manual-based therapy be monitored. Program staff may codify their practice and compose their own manual, but many exist already. Examples include three NIAAA Project Match manuals, five NIDA manuals (including four treating cocaine addiction), five CSAT Cannabis Youth Treatment manuals, and nine Adolescent Treatment Models manuals developed by Chestnut Health Systems.

The respondents to the RFPQ were evaluated using the following criteria:

- The provision of an integrated treatment model of the implementation of an integrated treatment model by a specific date;
- The utilization of evidenced based practices or specifies what evidenced based practices will be in place by a specific date;
- The utilization of manual guided group treatment services or specifics when all group services will be manually guided and how this will be achieved;
- The utilization of motivational enhanced techniques or specifies what motivational enhanced techniques will be in place by a specified date; and
- The utilization of case management services.

In addition to the standards and criteria included in the RFPQ, an inventory of the evidence based practices listed as being implemented by each provider has been developed. This inventory has been compared to the National and State OMHAS lists of evidence-based practices



and the three categories of evidence based practices – Gold Standard, Second Tier, and Third Tier.

The RFPQ and subsequent funding allocations were developed and implemented jointly with the County Department of Community Justice and the Mental Health and Addiction Services Division. The allocation of OMHAS and County General Funds to the providers and services selected through the RFPQ was done in such a way as to maximize resources and provide as broad an array of A&D services as possible. This allocation is evaluated annually based on the criteria in the RFPQ but primarily on the resources available.

# **Multnomah County**

## **2007 – 2009 Implementation Plan**

### **A&D Prevention**

#### **Overview**

This A&D Prevention Implementation Plan describes how Multnomah County proposes to allocate OMHAS A/D 70 prevention funding for the 2007-09 Biennium. It updates the current *2005-07 Prevention Implementation Plan* and reflects planning for the County's *Coordinated Plan for Children, Families and Community (2002, revised 2004)*. In addition, this plan incorporates related planning work including prevention and treatment procurements and the annual County budget allocation process.

The Multnomah County *Coordinated Plan for Children, Families & Community* (also called the "SB 555 Comprehensive Plan") identified priorities and strategies addressing three High Level Outcomes: Reducing Adult Substance Abuse, Reducing Youth Alcohol Use, and Reducing Youth Drug Use. Priorities and strategies listed in the plan spanned the continuum of treatment and prevention services. One of the two A&D logic models developed during Phase II of SB 555 planning (2002) was replaced (in 2004) with a new model describing the Housing Authority of Portland (HAP) collaborative prevention project partially funded by A/D 70 funds.

#### **Multnomah County Planning Processes**

Long-Range County system planning for mental health and addiction services is driven by procurement requirements. County-funded services must be procured every five years. A majority of A&D treatment service elements were procured in Winter 2004 in a joint procurement undertaken by Mental Health and Addiction Services (a division of the Department of County Human Services) and the Department of Community Justice. Procurement planning included a series of community meetings attended by clients, family members, community members, and treatment provider staff held in Fall 2003. Prevention system comments were also solicited during this input period. Results of this public input process were incorporated into the 2005-2007 Biennial Implementation Plan (BIP). Since this is a 5-year procurement cycle, the 2007-2009 BIP can be viewed as essentially a mid-course correction to the 2005-2007 plan.

The largest funding commitment in the A/D 70 prevention plan is to the Housing Authority of Portland (HAP) collaborative effort. This effort, managed by HAP, involves multiple funders and multiple planning processes, including competitive procurement through the City of Portland's Children's Investment Fund (CHIF). In administering the various planning and procurement processes involved, HAP updates and revises details of the program. For example, additional staffing has been provided in East County to serve increasing low income and minority populations there. Also, an office has been opened in New Columbia to serve low-income families moving into that large project. (The old Columbia Villa was the original site for this prevention project.)

The Multnomah County Commission on Children, Families and Community (CCFC) leads the state-mandated Coordinated Comprehensive Plan process (SB 555 plan). A major plan was developed in 2002, was updated in 2004, and will undergo a major rewrite in 2007-2008. For the 2004 minor update, a logic model of the collaboratively funded Prevention Services in Public Housing program coordinated by Housing Authority of Portland (HAP), which is partially funded by A/D 70 funds, replaced an A&D treatment logic model. This raises the collaborative HAP program to the status of a major Comprehensive Plan strategy. The CCFC also plans three "frameworks" that guide County social services: Early Childhood Framework, School-Aged

Services Policy Framework, and Poverty Elimination Framework. CCFC conducts needs assessment and resource inventory work to support these planning efforts, including community input, public comment, and focus groups including culturally specific focus groups. Results from these planning efforts also inform the BIP process.

The Portland-Multnomah Progress Board tracks local indicators and produces occasional “benchmark audits.” They have produced several relevant audits in collaboration with the Commission on Children, Families, and Communities, including Educational Success (2000) and Children’s Readiness to Learn (updated by CCFC in 2005).

Due to the difficulty in creating strong, consistent inter-jurisdictional coordination and planning of prevention interventions, a study is being undertaken during 2005-2007 by University of Oregon to summarize existing research findings about key characteristics and critical intervention points of an effective comprehensive prevention program for Multnomah County and conduct a comprehensive scan to determine which of the key characteristics and critical intervention points are currently implemented by government, education, non-profit, and community organizations in Multnomah County. The team will also inventory the relationships among programs and organizations and the tools and approaches in place for coordinating services and programs.

Workshops involving experts and service delivery staff from a range of organizations will review the findings and develop specific recommendations. This will allow the ongoing selection and implementation of strategies that coordinate most effectively and interact synergistically with prevention efforts throughout Multnomah County.

Community Action to Reduce Substance Abuse (CARSA) is expanding to include major business partners and draft a Portland Drug Strategy. A Methamphetamine Congress held in June 2005 developed law enforcement, treatment, and prevention recommendations and presented them to the area’s elected officials. Prevention and treatment recommendations were comprehensive. They will inform future planning efforts.

### **Prevention Funding Inadequacy**

The severe inadequacy of funding for prevention, including substance abuse prevention, is well known across community sectors. There is general agreement that supports for children and families and comprehensive health promotion are critically important for long-term community health. While there is consensus that substance abuse programs stand on three legs – prevention, treatment, and law enforcement - the prevention leg is nearly non-existent. However, federal, state, and local funding have not been balanced to adequately fund prevention. Law enforcement and treatment become over-emphasized in times of fiscal crisis and of drug emergencies such as the meth crisis. The obvious big pieces of prevention are not being funded at anything close to needed levels. Best-Practice prevention and comprehensive health curricula, which have been shown to be extremely effective over several decades of research and implementation, have not been implemented comprehensively throughout school districts, and are not routinely provided with good fidelity.

Major increases in prevention funding are needed. New, strong, focused, dedicated policy level leadership is required to advocate for increased prevention and upstream public health. This leadership would include major media efforts to foster prevention and upstream public health as a major component of the health care system.

## **Requirements and Goals**

This Plan incorporates the following OMHAS requirements and major prevention goals:

### **OMHAS requirements**

- Assume current A/D 70 funding level for planning purposes (\$600,000 per biennium).
- Maintain alcohol and drug prevention services for minorities at the 2005-07 level.
- Support one (1.0) FTE Prevention Coordinator with A/D 70 funding.
- Prevention Coordinator must attend two OMHAS sponsored meetings using A/D 70 funding.
- Include priorities and strategies from the County's SB 555 Comprehensive Plan.
- Continue to maintain and/or support the ongoing development of community coalitions.
- Follow outcome-based and evidence-based funding approaches.

### **Major Multnomah County Prevention Goals**

- Stabilize and/or strengthen existing prevention initiatives and collaborations. Continue intersystem collaboration and integration efforts.
- Incorporate best-practice approaches, including family-strengthening strategies/services across the continuum of prevention and treatment services.
- Increase access to services for very high risk and/or under-served populations.

### **Potential Additional OMHAS Prevention Funding**

Multnomah County received a \$100,000 competitive one-year Safe and Drug Free Schools Project Grant from OMHAS for FY 05-06. This award funds Department of Community Justice best-practice family therapy utilizing Multi-Systemic Therapy and Multidimensional Treatment Foster Care. Proposals will be submitted to continuation funding of this project at current levels. Multnomah County also received \$100,296 Enforcing Underage Drinking Laws (EUDL) funding for FY 05-06 to fund minor decoy operations and strategic media advocacy. Requests for continuation of this work will be submitted as directed, with ongoing funding levels estimated at \$35,000 per year.

### **Fund Allocation**

Multnomah County Mental Health and Addiction Services recommends supporting the following A/D 70 prevention program elements (details in narrative below):

- Maintain a full-time (1.0 FTE) A&D Prevention Coordinator plus \$500 in travel funding.
- Maintain A&D prevention spending level to minority services by continuing support for two culturally specific community-based organizations and the Housing Authority of Portland youth services program, a long-term collaborative prevention initiative which serves a high proportion of people of color in public housing communities.
- Maintain technical assistance support for existing and new prevention community coalitions.
- Provide training opportunities for implementing evidence-based prevention programs.
- Fund an evidence-based prevention program to address gaps identified by a University of Oregon study.

### **County Plan Oversight—Prevention Coordinator**

A/D 70 prevention funding will provide the personnel costs of a full-time A&D Prevention Coordinator and travel expenses to at least two DHS-sponsored prevention meetings per year.

The County Prevention Coordinator is responsible for development, monitoring, and oversight of the Biennial Prevention Funding Plan. The Prevention Coordinator is also responsible for providing prevention input for other planning and coordination efforts including the comprehensive (SB 555) plan and County budget allocation planning, collecting and entering

monthly Minimum Data Set (MDS) data from prevention providers, writing Prevention Annual Reports, and providing technical assistance to providers on prevention planning, grant writing, and MDS training. DHS Implementation Plan guidelines also specify that the County Prevention Coordinator attend up to two designated DHS meetings each year. In addition, the County is expected to “plan for and provide access to ongoing professional development training for prevention staff and providers.” In the past, the County has created prevention workshops on engaging parents and community mobilization and sponsored staff and provider attendance to State prevention trainings and conferences. The County will continue to budget for sponsoring training opportunities and encourage providers and coalition members to obtain prevention expertise and certification.

One of the priorities for the Prevention Coordinator will be providing technical assistance to, and participation in, the substance abuse prevention coalition, Community Action to Reduce Substance Abuse (CARSA), which was formed as part of the ONDCP “Major Cities Initiative.” This coalition is implementing a Drug-Free Communities grant, adding major business partners and writing a Portland Drug Strategy.

Other priorities are:

- 1) Monitoring and reporting outcomes for the County *Coordinated Plan for Children, Families and Community* and participating in the 2007-2008 major revision,
- 2) Preparing the County’s response to the Statewide competitive prevention RFPs,
- 3) Preparing and participating in County procurements for new prevention and related programs,
- 4) Developing grant and other funding opportunities, and
- 5) Developing collaborative efforts to foster prevention and public health as priority issues.

### **Community Mobilization/Engagement**

As indicated above, the Multnomah County Prevention Coordinator will continue to be a participant in the activities of the substance abuse prevention coalition, CARSA. Multnomah County staff also participated in the development of a new A&D trends index, the Portland Profile, modeled on the former Regional Drug Initiative *Drug Impact Index*. Staff will continue work on updating and improving the quality and utilization of this product.

A/D 70 funding will also continue to support culturally specific coalitions/community-based organizations at the current level. These are the Latino Youth Network and the TUNE - Teens Uniting for a New Era - project through Asian Family Center.

### **Prevention Services to Public Housing Communities**

A long-term intersystem collaborative initiative between Multnomah County and the Housing Authority of Portland (HAP) will be continued. Despite the loss of Federal Drug Elimination (HUD) funding, Multnomah County has maintained Youth Prevention Services in collaboration with HAP and other funders. The program will continue to implement an after-school program offering after-school “clubs” and core services to youth and their families including school liaison services, individual tutoring and mentoring, and home visits. In addition, the program offers a “Reading Together” program and monthly alumni group. The “Reading Together” program is based on the best practice “Families and Schools Together” program (FAST) adapted to focus on the identified need of improving reading readiness. The comprehensive HAP program will be submitted in the next few months for OMHAS certification as an evidence-based program. The provider also plans an evaluation program sufficient to qualify the program for national recognition as a model program.

### **Attachments**

A&D prevention programs, outputs, and outcomes are listed in Attachment 10. Subcontract information is provided in Attachment 1.

## **Multnomah County 2007 – 2009 Implementation Plan Gambling Prevention and Treatment**

The primary focus of Multnomah County's Problem Gambling and Prevention program is early identification, access to, and provision of, problem gambling treatment. The focus of this program, in the 2007-2009 biennium, is not expected to change.

Demand for problem gambling and treatment services during the FY 2004 - 2005 exceeded funded treatment levels. As a result of this performance level, Multnomah County Problem Gambling and Treatment program received a significant increase in treatment funds. As a direct result of this funding, gambling treatment and prevention services will be expanded. The expansion of the program is opportune, as current State Help Line data has shown that western Multnomah County and adjacent zip codes currently have the highest volume of calls to the Help Line. The future direction of the Problem Gambling and Treatment program could be dependent, in part, upon the viability of this expansion. Treatment enhancement funds will be used to support and expand the treatment services through added outreach and early intervention. Problem gambling research has shown that easy geographic access (treatment services located less than seven miles from home) increases treatment engagement.

If current providers are not able to expand as hoped, Multnomah County will go outside the current RFPQ to seek short-term providers to provide expanded outreach, early intervention and treatment services until the full system can be procured.

In FY 2006 - 2007, MHASD will enter into its next planning and procurement cycle for Multnomah County A&D programs. This program will be included in that cycle. This planning and procurement process will guide and focus the priorities and funding allocations for the 2007 - 2009 Biennium. The procurement process will be a Request for Provider Qualifications (RFPQ.) An RFPQ qualifies one or more eligible agencies to provide problem gambling treatment and prevention services for a five-year period beginning July 1, 2007. This process allows MHASD the ability to award and renew contracts annually, at the sole discretion of the County, pending continued satisfactory performance, continuing need, and the availability of funding.

Problem gambling treatment staff, from Multnomah County providers, participate in the State sponsored trainings as required. The State sponsored trainings and courses are statewide sources of the most current evidence based practices. The State sponsored training is also used by providers and their staff as a primary source in filling the mandated continuing education units (CEU).

Subcontractor funding allocations and treatment slots are adjusted annually based on their previous year's performance. Encounter data, provided by providers is used as the primary tool in making these provider allocation adjustments. It is not anticipated that there will be any significant changes in the percentages of funds allocated to our three current providers: Cascadia Behavioral Healthcare, Lifeworks NW, and Oregon Health Sciences Behavioral Health Clinic.

**Multnomah County**  
**2007 – 2009 Implementation Plan**  
**Children's Mental Health Treatment**

**Description of actions taken to develop Intensive Community-based Services at a local level:**

In order to ensure community involvement and support of its planned children's mental health system redesign, Multnomah County's MHASD held a community meeting to gather input from all interested System of Care stakeholders. The first community meeting was held on February 1, 2005. Dale Jarvis and MHASD staff facilitated the meeting and participants included representatives from DHS Child Welfare, Portland Public Schools, Centennial School District, Gresham Barlow School District, local community mental health providers and Early Childhood mental health providers. The consensus of those present was that it would be more beneficial and less disruptive to the system to make the proposed changes to the system in stages rather than in one large redesign effort. It was agreed that an initial System of Care for Children and Families: Children's Intensive Mental Health Treatment and Special Populations Services RFPQ would be released first as the need for its implementation was eminent and imperative. It was agreed that that effort would then be followed by a System of Care for Children and Families for Services for School-Aged Children RFPQ, and a System of Care for Children and Families RFP for Early Childhood Services. It was also agreed by those present that additional meetings would be beneficial and should be held in the very near future to gather input for the School-Aged and Early Childhood portions of the redesign. These further community meetings were held for stakeholders interested in mental health services for the School-aged population on March 29, 2005, April 13, 2005 and May 2, 2005. Community meetings were also held on March 30, 2005 and April 14, 2005 for stakeholders interested in mental health services for the Early Childhood population.

In March of 2005 The Multnomah County Department of County Human Services Mental Health Addiction Services Division released an RFPQ (Request for Programmatic Qualification) for the System of Care for Children and Families: Children's Intensive Mental Health Treatment and Special Populations Services. This RFPQ was a first step in the procurement of services designed to implement the plan to create a System of Care for Children and Families (SOCCF) sponsored by County Commissioner Lisa Naito.

On July 1, 2005 the System of Care for Children and Families: Services for School-Aged Children RFPQ, was released

**System of Care Changes**

The Multnomah County System of Care for Families and Children is currently entering the next phase of redesign with the goal of creating an integrated system to ensure that the provision of service occurs in a seamless, developmentally appropriate manner across the continuum of families, children, and youth who present with mental health needs. Contracts have been negotiated with those who qualified to provide services for Special population and School-aged services. Changes made to the service delivery system through these RFPQs should ensure that 1) there is provider ownership for the highest need families and their children and 2) services are streamlined, effective and delivered in a family friendly manner. High intensity family preservation teams (Family Care Coordination Teams) have been developed and are actively working to prevent unnecessary utilization of facility-based care.



## **Multnomah County Department of County Human Services, MHASD Intensive Community Based Services Design**

Children's Intensive Mental Health Treatment Services and Special Populations Services are available to high risk, high need youth who have scored at a Level 4, 5 or 6 on the Child & Adolescent Service Intensity Inventory (CASII) and meet County criteria for "Intensive Community Based Treatment Services and Supports."

Multnomah County's MHASD Children's Intensive Mental Health Treatment Services and Special Populations Services consist of the following two categories and nine service areas and the following design changes are being implemented:

### **Description of Level of Need Determination Process and Protocol**

Referrals for Intensive Community Based services for the children of Multnomah County will be received from several sources. These include, but are not limited to: families, mental health providers, private and public schools, child welfare, juvenile services, hospitals, and residential treatment centers. The level of need determination and protocol and policies are attached. (See attachments for detailed policies and procedures) In brief, a referent will call the intake line, a referral packet will be sent or faxed to be completed by referent w/ accompanying clinical documentation, a CASSI level of care will be completed by an FCC and depending on outcome will proceed w/ treatment planning from the ISA (Intensive Service Array) or provide alternate service options.

#### **Category I: Intensive Mental Health Treatment Services**

1. Psychiatric Residential Treatment Facility
2. Psychiatric Day Treatment Services

#### **Category II: Special Populations Services**

##### **Part A: Intensive Family Search and Preservation Services and Treatment Foster Care**

3. Intensive Family Search & Preservation Services
4. Treatment Foster Care

##### **Part B: Intensive In-Home Family Services**

5. Intensive In-Home Family Services (FAST) & Multisystemic Therapy (MST)

##### **Part C: Individually Tailored Mental Health Outpatient Services including Behavioral Rehabilitation Services (BRS)**

6. Individually Tailored Mental Health Services
7. Behavioral Rehabilitation Services

##### **Part D: Crisis Respite**

8. Foster Care Crisis Respite

##### **Part E: Transition Aged Services for 17 to 21 year olds and Homeless Youth Outreach**

### **Evidence Based Practices**

MHASD expects that all children's mental health providers who provide service to Multnomah County residents will follow the State statute regarding evidence based practices (EBP). The

statute requires that, for the 2005-07 biennium, 25% of state funds be used to treat people with mental illness who use or have a propensity to use emergency mental health services. In the 2007-09 biennium, the percentage of funds to be spent on EBPs increases to 50% and in the biennium 2009-2011 to 75%.

### **Family and Stakeholder Involvement and Input in System of Care**

Family and Stakeholders are fully represented in the following meetings to assure education, input, and problem solving regarding the development and utilization of mental health service options and to address system barriers.

C-4 (Community Care Coordination Committee) meets weekly to review cases and problem solve cases that have encountered system barriers. The meeting includes DHS, DCJ, OYA, MHO, Schools, family advocates, Oregon Advocacy Center and Juvenile Rights Project.

CMHSAC (Children's Mental Health System Advisory Council) meetings monthly to review system issues, provide instruction, act as a sounding board, and review Policies and Procedures for approval. Families are regular participants and now meet one week prior to the Council meeting to review agenda items and prioritize issues for review.

SIC (System Improvement Committee) formed to meet monthly to address system barriers and to increase the effective use of the C-4 meeting.

The Family Care Coordination Team ensures family involvement by arranging the Child and Family Team Meetings to develop individualized community based mental health services with the providers and other stakeholders.

Family Advocates also participate in the FCCT clinical reviews with the medical director and or clinical supervisor.

### **Wraparound Oregon**

MHASD has also partnered with Portland State University (as researcher) and Albertina Kerr (as granting agency) to test the efficacy of Wraparound Milwaukie in Multnomah County. It is a parallel process to the System of Care for Children and Families Redesign. The pilot project will follow services for 25 clients using the Wraparound Milwaukie model. It also emphasizes community based mental health services.

### **Budget Concerns**

The Medicaid Mental Health System for Children has been reduced by 20% over the past four years, the next service cut starting January 1, 2006. This will lead to a reduction of ongoing mental health treatment for at least 400 children who are Oregon Health Plan eligible. The State and Federal mandate requires that all Managed Care Organizations minimally provide a mental health assessment when requested and medically necessary mental health services. However, the prioritization process for who actually receives services is shifting so that children with significant mental health needs will receive the majority of services. While this runs contrary to the notion of early intervention as a means to prevent crisis down the road, the availability of funding will always dictate providing services to those most in need.

**Multnomah County**  
**2007 – 2009 Implementation Plan**

**Children's Mental Health Treatment**

**Description of Level of Need Determination Process and Protocol**

Referrals for Intensive Community Based Services for the children of Multnomah County will be received from several sources. These include, but are not limited to, families, mental health providers, private and public schools, child welfare, juvenile services, hospitals, and residential treatment centers. The level of need determination and protocol and policies are listed below:

**Initial Contact:** Upon initial contact for request for level of care (LOC) determination the Family Care Coordinator will send out a referral packet to the requesting party.

1. Referring party must complete the Referral Information Form, obtaining and attaching supporting documentation requested on the form. Documentation required for the packet to be considered complete includes:
    - a. Completed Referral Information Form
    - b. A comprehensive Mental Health Assessment within the last 60 days that includes a 5-axis diagnosis with a psychiatrist's or psychologist's recommendation for residential level of care.
    - c. A signature on an Authorization to Release of Information form attached to the Referral Information Form. A separate Authorization Form for each referring agency, community partner etc. is required. This signature must be from not only the parent/guardian, but from the child if 14 years of age or older.
  2. Completed referral forms with the accompanying Authorizations can be mailed or delivered to:

**Multnomah County MHASD**  
**C/O FCCT TEAM**  
**421 SW OAK St., Suite 520**  
**Portland, Oregon 97204**
- Or it can be faxed to 503-988-3328. It must be directed to the FCCT team.
3. Upon receipt of a completed referral packet, the Family Care Coordination Team representative will administer a CASII to determine the level of service that the child and family need within 3 working days.
  4. Referral packets that are incomplete will not be processed. The FCCT team will contact the referring parties to clarify missing elements and assist them in the completion of the referral process.
  5. For completed packets, and after the completion of the CASII the FCCT team will refer the client to the appropriate level of care and assist them in accessing these services including care coordination. If they are enrolled in Intensive treatment Services (ITS) they will have an FCC assigned to them.

6. Completed packets that are scored using the CASII and do not meet level of care criteria, the FCCT will send a "Notice of Action" and grievance and appeal process will be sent to the referring party and the parent or legal guardian on the day of the action informing them of the denial decision.
7. FCCT members will assist those not eligible for ISA services with appropriate referrals and help them access alternative services.

Care Determination:

1. If approved, care coordination will be assigned to a Family Care Coordinator (FCC).
2. FCC will assemble a single, separate and individualized clinical record for each client and family served. These records will meet all criteria listed in the medical records policy.
3. FCCT will identify members of the child and family team jointly with the family.
4. The FCC will write a letter to the family, educational representative and all other team members notifying them of the client's acceptance into ISA services.
5. FCC will write a note in the Raintree and/or progress note section of the client's clinical record confirming the admission.
6. FCC will explain to the client and their family, the nature and goals of the treatment program, and present them with copies of the FCCT program description and member's handbook.
7. The FCC will give a copy of the Notice of Privacy Practices to the parent or legal guardian, or minor over 14 years of age and have the person sign a receipt acknowledging receipt and understanding of the notice. The FCC will also fully inform the child in developmentally appropriate language of their rights and obtain informed consent from the child's parent(s) or guardian, and client themselves when appropriate, about the proposed care. FCC will document in the child's clinical record that the following information has been reviewed, discussed and agreed to by the participants:
  - a. Active treatment and other interventions to be undertaken;
  - b. Alternative treatment s or interventions available, if any;
  - c. Projected time to complete the treatment process;
  - d. Indicators by which progress will be measured;
  - e. Benefits which can reasonably be expected;
  - f. Risks of treatment, if any;
  - g. Prognosis for treatment; and
  - h. Discharge plans.
8. FCC will obtain appropriate authorizations from the legal guardian, parent or youth over 14, to obtain and exchange information with team members and other community agencies or stakeholders involved with the client.
9. FCC will convene a child and family team meeting and develop an initial service coordination plan, including any necessary crisis prevention and intervention planning, no later than 14 calendar days from the date the client is accepted into ISA services. FCC

will insure that the meeting occurs when both the family and educational representative can be present in person.

10. The FCC will develop a Plan of Care (POC) that clinically supports the level of care to be provided and is developed and implemented no later than 14 treatment days after admission by an interdisciplinary team in consultation with the child, the parent(s), or guardian and the provider to which the child will be assigned for services. The FCC will insure that the meeting occurs when both the family and educational representative can be present in person.

## Multnomah County 2005 – 2007 Implementation Plan Older Adult Mental Health Treatment

According to SAMHSA's article, *Community Integration for Older Adults with Mental Illnesses: Overcoming Barriers and Seizing Opportunities*, "mental disorders are not a normal part of aging, yet a significant number of older adults have these serious but treatable diseases. Currently, 35 million people age 65 and older reside in the United States, of which 7 million (20 percent) have a psychiatric illness (Jeste et al., 1999; U.S. Census Bureau, 2000). This number is expected to double to 15 million over the coming three decades (Jeste et al., 1999).

Projections of a rapid growth in the number of older adults with psychiatric disorders over the coming decades are largely due to the maturation of the "baby boomer" cohort, which has 76 million members. The first group of this cohort will reach age 65 in 2011. Greater longevity associated with improved health care and other social factors also will add to the anticipated population of older adults with mental disorders."

MHASD is aware that its primary population of adults who have serious mental health and addiction issues is aging. The Governor and Oregon State Legislature created SB781 which establishes that county mental health and developmental disability programs, subject to the availability of funds, include preventive mental health services and early identification of problems for older adults. Below are Multnomah County demographics from the 2000 Census.

### General Multnomah County Population:

▪ Total County Population	660,486	100.0 %
▪ Persons Age 60+	94,567	14.3% of County
▪ Persons Age 65+	73,607	11.1% of County
▪ Persons Age 16 –64 with disability	78,831	11.9% of County
▪ Persons, 16-64 w/disability& unemployed	29,583	4.5% of County

### County Age Groups:

- Ages 60 – 74	55,469	16% <i>decrease</i> (10,740 people, 1990 – 2000)
- Ages 75 - 84	28,320	5% <i>increase</i> (1,052 people, 1990 – 2000)
- Ages 85+	10,778	18% <i>increase</i> (1,649 people, 1990 – 2000)

MHASD currently provides services for all of its consumers aged 18 and older in our outpatient provider agencies. Our current and future planning will take into account that the number of aging adults with mental illness and addiction issues will continue to grow.

MHASD contributes all of our Service Element 35 money to the MDT (multi-disciplinary team) team, which is a program at Cascadia designed specifically for "older" adults. Those monies are passed directly down to that program. Mental health services for older and disabled adults are delivered as part of this multi-disciplinary team that includes aging and disability staff and sub-contractors. This service provides 5 treatment slots that are specifically used for approximately 600 older and disabled adults whose services are coordinated by the multi-disciplinary team and include consultation, assessment, and case management.

# Office of Mental Health and Addiction Services

## County Contact Information Form

### 1. County Contact Information

County: Multnomah

Address: 421 SW Oak St., Suite 520

City, State, Zip: Portland, Oregon 97204

Name and title of person(s) authorized to represent the County in any negotiations and sign any Agreement:

Name Rex Surface Title DCHS Interim Director

Name \_\_\_\_\_ Title \_\_\_\_\_

### 2. Addiction Treatment Services Contact Information

Name Ray Hudson

Agency Multnomah County Mental Health and Addiction Services Division

Address 421 SW Oak St. Suite 520

City, State, Zip Portland, OR, 97204

Phone Number 503-988-5018 Fax 503-988-5870

E-mail Ray.Hudson@co.multnomah.or.us

### 3. Prevention Services Contact Information

Name Larry Langdon

Agency Multnomah County Mental Health and Addiction Services Division

Address 421 SW Oak St. Suite 520

City, State, Zip Portland, OR, 97204

Phone Number 503-988-5464 Fax 503-988-5870

E-mail Larry.Langdon@co.multnomah.or.us

#### 4. Mental Health Services Contact Information

Name Nancy Winters  
Agency Multnomah County Mental Health and Addiction Services Division  
Address 421 SW Oak St. Suite 520  
City, State, Zip Portland, OR, 97204  
Phone Number 503-988-4055 Fax 503-988-5870  
E-mail nancy.winters@co.multnomah.or.us

#### 5. Gambling Treatment Prevention Services Contact Information

Name John Pearson  
Agency Multnomah County Mental Health and Addiction Services Division  
Address 421 SW Oak St. Suite 520  
City, State, Zip Portland, OR, 97204  
Phone Number 503-988-5464 Fax 503-988-5870  
E-mail john.f.pearson@co.multnomah.or.us

#### 6. State Hospital/Community Co-Management Plan Contact Information

Name Sandy Haffey  
Agency Multnomah County Mental Health and Addiction Services Division  
Address 421 SW Oak St. Suite 520  
City, State, Zip Portland, OR, 97204  
Phone Number 503-988-5464 Fax 503-988-5870  
E-mail sandy.j.haffey@co.multnomah.or.us



**Office of Mental Health and Addiction Services – Attachment 1**  
**Mental Health page 1 of 2**

**LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY**

**For each service element, please list all of your treatment provider subcontracts on this form. In the far right column indicate if the provider delivers services specific to minorities, women, or youth.**

<b>Provider Name</b>	<b>Approval/License ID Number</b>	<b>Service Element</b>	<b>OMHAS Funds in Subcontract</b>	<b>Specialty Service</b>
Lifeworks NW	24221	MHS20	800,000	
Cascadia Behavioral	23776	MHS 20	700,000	
Morrison Center Child & Family	23755	MHS 22	100,000	Youth
Trillium Family	23742	MHS 22	100,000	Youth
Cascadia Behavioral	23776	MHS 22	50,000	Youth
Lifeworks NW	24221	MHS 22	100,000	Youth
Albertina Kerr	23746	MHS 22	50,000	Youth
Providence Health	43996	MHS 24	500,000	
Portland Adventist	24084	MHS 24	1,600,000	
Legacy Emanuel Hospital	12226	MHS 24	400,000	
Legacy Good Samaritan	40420	MHS 24	600,000	
University Hospital	12072	MHS 24	250,000	

*Corrected sheet*

**Office of Mental Health and Addiction Services – Attachment 1**

**Mental Health page 2 of 2**

**LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY**

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Trillium Family	23742	MHS 25	2,800,000	Mobile crisis has a culturally specific team for outreach to minorities.
Cascadia Behavioral	23776	MHS 25	600,000	
Cascadia Behavioral	23776	MHS 30	500,000	
Providence Medical	12241	MHS 30	250,000	
Comprehensive Options	10569	MHS 30	100,000	
Cascadia Behavioral	23776	MHS 38	130,000	
Cascadia Behavioral	23776	MHS 39	410,000	

**Office of Mental Health and Addiction Services – Attachment 1**

**Mental Health page 2 of 2**

**LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY**

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Trillium Family	23742	MHS 25	2,800,000	Mobile crisis has a culturally specific team for outreach to minorities.
Cascadia Behavioral	23776	MHS 25	600,000	
Cascadia Behavioral	23776	MHS 30	500,000	
Providence Medical	12241	MHS 30	250,000	
Comprehensive Options	10569	MHS 30	100,000	
Cascadia Behavioral	23776	MHS 38	130,000	
Cascadia Behavioral	23776	MHS 39	410,000	

**Office of Mental Health and Addiction Services – Attachment 1**  
**Mental Health page 1 of 2**

**LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY**

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Lifeworks NW	24221	MHS20	800,000	
Cascadia Behavioral	23776	MHS 20	700,000	
Morrison Center Child & Family	23755	MHS 22	100,000	Youth
Trillium Family	23742	MHS 22	100,000	Youth
Cascadia Behavioral	23776	MHS 22	50,000	Youth
Lifeworks NW	24221	MHS 22	100,000	Youth
Albertina Kerr	23746	MHS 22	50,000	Youth
Providence Health	43996	MHS 24	500,000	
Portland Adventist	24084	MHS 24	1,600,000	
Legacy Emanuel Hospital	12226	MHS 24	400,000	
Legacy Good Samaritan	40420	MHS 24	600,000	
University Hospital	12072	MHS 24	250,000	

**Office of Mental Health and Addiction Services – Attachment 1 – A/D 60-62**

**LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY**

For each service element, please list all of your provider subcontracts on this form. In the far right column indicate if the provider delivers services specific to minorities, women, or youth.

<b>Provider Name</b>	<b>Approval/License ID Number</b>	<b>Service Element</b>	<b>OMHAS Funds in Subcontract</b>	<b>Specialty Service</b>
Cascadia (ASAP)	90770054	A/D 60	89,538	Women
Central City Concern	93-0728816	A/D 60	89,538	Women
Central City Concern	93-0728816	A/D 60	352,176	NA
Comprehensive Options for Drug Abusers	93-0716860	A/D 60	232,484	Women
Lifeworks	93-0502822--	A/D 60	114,612	Women
Morrison Center	93-0354176	A/D 60	240,000	Youth
<b>Biennial Total 07-09</b>			<b>1,118,348</b>	
Central City Concern	93-0728816	A/D 61	1,168,000	Women
Central City Concern	93-0728816	A/D 61	175,200	NA
Comprehensive Options for Drug Abusers	93-0716860	A/D 61	1,927,200	NA
Comprehensive Options for Drug Abusers	93-0716860	A/D 61	408,800	Women
DePaul Treatment Centers	93-0706892	A/D 61	934,400	Minority
DePaul Treatment Centers	93-0706892	A/D 61	2,044,000	NA
Lifeworks	93-0502822	A/D 61	1,343,200	Women/Minority
Lifeworks	93-0502822	A/D 61	116,800	NA
To be determined	NA	A/D 61	2	
<b>Biennial Total 07-09</b>			<b>8,117,602</b>	
Central City Concern	93-0728816	A/D 62	350,400	NA
Comprehensive Options for Drug Abusers	93-0716860	A/D 62	109,500	NA
Lifeworks	93-0502882	A/D 62	21,900	NA
<b>Biennial Total 07-09</b>			<b>481,800</b>	

# Office of Mental Health and Addiction Services – Attachment 1 – A/D 66

## LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY

For each service element, please list all of your provider subcontracts on this form. In the far right column indicate if the provider delivers services specific to minorities, women, or youth.

Provider Name	Approval/License ID Number	Service Element	OMHAS Funds in Subcontract	Specialty Service
Cascadia Behavioral Health	97-0770054	A-D 66	782,856	NA
Central City Concern	93-0728816	A-D 66	111,807	Women
Central City Concern	93-0728816	A-D 66	2,810,821	NA
Changepoint	93-1229222	A-D 66	381,996	NA
Changepoint	93-1229222	A-D 66	200,838	Minority
Changepoint	93-1229222	A-D 66	53,662	Youth
Comprehensive Options for Drug Abusers	93-0716860	A-D 66	749,094	NA
DePaul Treatment Centers	93-0706892	A-D 66	37,728	NA
DePaul Treatment Centers	93-1229222	A-D 66	68,994	Youth
DePaul Treatment Centers	93-1229222	A-D 66	70,740	Minority
NTN/Allied Health Belmont	20-2081662	A-D 66	323,666	NA
InAct	51-0145008	A-D 66	28,296	NA
Lifeworks	93-0502822	A-D 66	235,800	Minority
Lifeworks	93-0502822	A-D 66	1,054,982	Youth
Lifeworks	93-0502822	A-D 66	165,060	NA
OHSU	93-1176109	A-D 66	117,900	NA
Multnomah County Department of County Human Services	93-0712083	A-D 66	8,642	NA
Multnomah County Department of Community Justice	93-0706892	A-D 66	423,894	NA
To be Determined	NA	A-D 66	884	NA
Biennial Total 07-09			7,627,620	

# Office of Mental Health and Addiction Services – Attachment 1 – A/D 67-80

## LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY

For each service element, please list all of your provider subcontracts on this form. In the far right column indicate if the provider delivers services specific to minorities, women, or youth.

Provider Name	Approval/License ID Number	Service Element	OMHAS Funds in Subcontract	Specialty Service
Central City Concern	93-0728816	A-D 67	292,000	Women
Central City Concern	93-0728816	A-D 67	43,800	NA
Comprehensive Options for Drug Abusers	93-0716860	A-D 67	481,800	NA
Comprehensive Options for Drug Abusers	93-0716860	A-D 67	102,200	Women
DePaul Treatment Centers	93-0706892	A-D 67	233,600	Minority
DePaul Treatment Centers	93-0706892	A-D 67	511,000	NA
Lifeworks	93-0502822	A-D 67	335,800	Women/Minority
Lifeworks	93-0502822	A-D 67	29,200	NA
Lifeworks	93-0502822	A-D 67	109,500	Youth
Biennial Total 07-09			2,138,900	
Housing Authority of Portland	93-6001547	A-D 70	347,798	Youth
IRCO-Asian Family Center	93-0806295	A-D 70	20,360	Youth
Latino Network	73-1675402	A-D 70	20,360	Youth
To be Determined	NA	A-D 70	22,482	Youth
Biennial Total 07-09			411,000	
Lifeworks	93,0502822	A-D 71	302,950	Youth
Biennial total 07-09			302,950	
Lifeworks	93-0502822	A-D 80	62,134	NA
OHSU Behavioral Health Clinic	93-1176109	A-D 80	9,574	NA
To be determined	93-1229222	A-D 80	34,292	NA
Biennial Total 07-09			106,000	

# Office of Mental Health and Addiction Services – Attachment 1 – A/D 81-83

## LIST OF SUBCONTRACTED SERVICES FOR MULTNOMAH COUNTY

For each service element, please list all of your provider subcontracts on this form. In the far right column indicate if the provider delivers services specific to minorities, women, or youth.

Provider Name	Approval/License ID Number	Service Element	OMHAS Funds in Subcontract	Specialty Service
Cascadia Behavioral Healthcare	97-0770054	A-D 81	1,323,866	NA
Lifeworks	93-0502822	A-D 81	24,000	NA
OHSU Behavioral Health Clinic	93-1176109	A-D 81	188,000	NA
To be Determined	NA	A-D 81	20,134	NA
Biennial Total 07-09			1,556,000	
Cascadia Behavioral Healthcare	97-0770054	A-D 83	60,000	NA
Direct Pay/Printing Vendors	To be Determined	A-D 83	6,000	NA
Biennial Total 07-09			66,000	
Total Biennial Total A&D			21,926,220	

State Mental Health Subcontract Funding	
A&D 60 Special Projects	1,118,348
A&D 61 Adult Residential	8,117,602
A&D 62 Housing for Dependent Children	481,800
A&D 66 Continuum of Care	7,627,620
A&D 67 A&D Residential Capacity	2,138,900
A&D 70 Prevention	411,000
A&D 71 Youth Residential	302,950
A&D 80 Problem Gambling Prevention	106,000
A&D 81 Outpatient Problem Gambling Treatment	1,556,000
A&D 83 Problem Gambling Treatment Enhancement	66,000
Grand Total	\$21,926,220



Office of Mental Health and Addiction Services – Attachment 2

BOARD OF COUNTY COMMISSIONERS REVIEW AND APPROVAL

County: Multnomah

In accordance with ORS 430.258 and 430.630, the Board of County Commissioners has reviewed and approved the mental health and addiction services County Biennial Implementation Plan for 2007-2009. Any comments are attached.

Name of Chair: Diane Linn

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Office of Mental Health and Addiction Services – Attachment 3

LOCAL ALCOHOL AND DRUG PLANNING COMMITTEE  
REVIEW AND COMMENTS

County: Multnomah

Type in or attach list of committee members including addresses and telephone numbers. Use an asterisk (\*) next to the name to designate members who are minorities (ethnics of color according to the U.S. Bureau of Census).

*Adult Mental Health and Substance Abuse Advisory Committee performs this function for MHASD.*

In accordance with ORS 430.342, the Multnomah County LADPC recommends the state funding of alcohol and drug treatment services as described in the 2007-2009 County Implementation Plan. Further LADPC comments and recommendations are attached.

Name of Chair: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

LOCAL MENTAL HEALTH ADVISORY COMMITTEE  
REVIEW AND COMMENTS

County: Multnomah

Type in or attach a list of committee members, including addresses and telephone numbers.

The Multnomah County Local Mental Health Advisory Committee, established in accordance with ORS 430.630(7), recommends acceptance of the 2007-2009 Biennial County Implementation Plan. Further comments and recommendations of the Committee are attached.

Name of Chair: Patricia Backlar

Address: Portland State University, POB 751, Portland, OR 97207

Telephone Number: 503-725-3499

Signature: Patricia Backlar 1 March 2006

# AMHSA Membership Roster

Members (Office)	Position Number - MH or A&D, Category, Term Exp. Date	Email Address	Mailing Address	Phone (area code 503 unless noted)
ANDERSON, ELISE	E.3. - MH Housing Authority of Portland 11-2004	<a href="mailto:elisea@hapdx.org">elisea@hapdx.org</a>	Housing Authority/Ptld 135 SW Ash St. Portland, OR 97204	802-8574
BACKLAR, TRISH	B.1. - MH Parent/Advocate 11-2004	<a href="mailto:backlarp@pdx.edu">backlarp@pdx.edu</a>	PSU-Philosophy Dept. POB 751 Portland, OR 97207	725-3499
BARBISAN, KYLE			5077 SW Evelyn St. Portland, OR 97219	
BORDERS, GREG	C.7. - MH Crisis Response System	<a href="mailto:gregb@cascadiabhc.org">gregb@cascadiabhc.org</a>	Cascadia Behavioral HealthCare 2130 SW 5 <sup>th</sup> Avenue, #210 Portland, OR 97201	238-0769
BOTSFORD, PATRICE	G.1. - DDSD Developmental Disabilities Services Division (ongoing term)	<a href="mailto:patrice.a.botsford@co.multnomah.or.us">patrice.a.botsford@co.multnomah.or.us</a>	Multnomah County Develop- mental Disabilities Division 421 SW Oak., Ste. 600 Portland OR 97204	988-3272
BROOKS, MALIK	Consumer 10-2007	<a href="mailto:putitinyamouth69@yahoo.com">putitinyamouth69@yahoo.com</a>	2415 SE 43 <sup>rd</sup> Ave. Portland OR 97206	232-8503
BUCKLEY, MARY CLAIRE	E.4. - MH PSRB 11-2004	<a href="mailto:mcb@oregonvos.net">mcb@oregonvos.net</a>	PSRB 620 SW 5 <sup>th</sup> , #907 Portland, OR 97204	229-5596

Members (Office)	Position Number - MH or A&D, Category, Term Exp. Date	Email Address	Mailing Address	Phone (area code 503 unless noted)
BURROW, GAYLE		<a href="mailto:gayle.f.burrow@co.multnomah.or.us">gayle.f.burrow@co.multnomah.or.us</a>	Corrections Health 1120 SW 3rd Ave Portland, OR 97204-2828	988-3720
CHILD, BECKIE	Consumer 10-2007	<a href="mailto:beckie@quik.com">beckie@quik.com</a>	333 NW 4 <sup>th</sup> Ave. #227 Portland OR 97209	227-8496
COSGROVE, PAT	C.5. - Acute Care Service Agency	<a href="mailto:cosgropi@ah.org">cosgropi@ah.org</a>	10123 SE Market St. Portland, OR 97204	251-6266 x4109
DIAMATA, DONITA		<a href="mailto:donita@cascadiabhc.org">donita@cascadiabhc.org</a>	Cascadia Behavioral HealthCare 2130 SW 5 <sup>th</sup> Avenue, #210 Portland, OR 97201	
FITTS, KEVIN	A.1. - MH Consumer 09-2005	<a href="mailto:limbicsystems@yahoo.com">limbicsystems@yahoo.com</a>	2330 NE Everett Portland, OR 97232	235-0794
FORD, LESLIE	C.1. - MH Outpatient Service Agency 12-2004	<a href="mailto:leslie@cascadiabhc.org">leslie@cascadiabhc.org</a>	Cascadia Behavioral HealthCare 2130 SW 5 <sup>th</sup> Avenue, #210 Portland, OR 97201	238-0769 x12
FORTNER, ROSS	A.3. - MH Consumer 11-2004	<a href="mailto:fortner_ross@hotmail.com">fortner_ross@hotmail.com</a> or <a href="mailto:fortner_ross@msn.com">fortner_ross@msn.com</a>	Fortner Recruiting Services 1419 SE 17 <sup>th</sup> Ave. Portland, OR 97214	234-6302
GODSCHALX, SUSAN		<a href="mailto:susan.m.godschalx@co.multnomah.or.us">susan.m.godschalx@co.multnomah.or.us</a>	Health Dept. 426 SW Stark St 8 <sup>th</sup> fl. Portland, OR 97204-2347	988-3663 x22661
GRANT, HUGH	A.4. - A&D Consumer 11-2004	<a href="mailto:ishipishi@ipns.com">ishipishi@ipns.com</a>	16590 SE 84 <sup>th</sup> Milwaukie, OR 97267	655-5822

Members (Office)	Position Number - MH or A&D, Category, Term Exp. Date	Email Address	Mailing Address	Phone (area code 503 unless noted)
GREEN, DAVID	Consumer 10-2007	none yet	510 SW 76 <sup>th</sup> Ave. #8 Portland OR 97206	771-5535
HOLMES, JOHN	B.2. – MH Parents/Advocates 11-2004	<a href="mailto:jholmes@nami.org">jholmes@nami.org</a>	NAMI 524 NE 52 <sup>nd</sup> Ave. Portland OR 97213	228-5692
HURLBERT, JENNIFER	Consumer 10-2007	<a href="mailto:hurlbert@coho.net">hurlbert@coho.net</a>	17376 NE Couch #102 Portland OR 97230	254-6287
LEEB, ROBERT		<a href="mailto:robert@leebarc.com">robert@leebarc.com</a>		228-2840 (w) 246-1798 (h)
MCCULLOUGH, KATHY	E.2. – MH Sheriff's Office 11-2004	<a href="mailto:kathleen.mccullough@mcso.us">kathleen.mccullough@mcso.us</a>	Mult Co Sheriff Office 14540 NE Inverness Drive Portland OR 97220	988-5230
MERCER, JACKIE	C.8. – A&D Structured Residential Services 11-2004	<a href="mailto:narajam@aol.com">narajam@aol.com</a>	NARA NW 1776 SW Madison Portland OR 97205	224-1044 x227
MORPHIS, ESSIE	Consumer		5025 NE 8 <sup>th</sup> Ave. #23 Portland OR 97211	282-0823
POTTER, PAUL	C.4. – A&D Outpatient Service Agency (PAADMA) 4-2003	<a href="mailto:paul@cascadiabhc.org">paul@cascadiabhc.org</a>	Cascadia Behavioral HealthCare PO Box 8459 Portland, OR 97207	238-0769 x132  963-7756 (direct)

Members (Office)	Position Number - MH or A&D, Category, Term Exp. Date	Email Address	Mailing Address	Phone (area code 503 unless noted)
ROBERTSON, JEANNE		<a href="mailto:jeanneliz711@att.net">jeanneliz711@att.net</a>	3914 NE Laurelhurst Portland OR 97232	232-3441
ROMPREY, DAVID	Consumer 10-2007	<a href="mailto:davidromprey@aol.com">davidromprey@aol.com</a>	826 N. Emerson Portland OR 97217	930-5710
SHATOKIN, JOHN	Consumer		6423 SE 73 <sup>rd</sup> Portland OR 97206	771-5480
STRONG, JACKIE	C.3. - A&D Outpatient Service Agency (PAADMA) 11-2006	<a href="mailto:jackies@lifeworksnw.org">jackies@lifeworksnw.org</a>	LifeWorks 14600 NW Cornell Rd. Portland OR 97229	617-3826
SURFACE, REX	G.1. - DDSD Developmental Disabilities Services Division (ongoing term)	<a href="mailto:rex.b.surface@co.multnomah.or.us">rex.b.surface@co.multnomah.or.us</a>	Senior Manager Multnomah County Developmental Disabilities Division 421 SW Oak., Ste. 600 Portland OR 97204	988-3272 x26353
TRAN, TAN AM	Consumer 10-2007	<a href="mailto:taman_kinh@yahoo.com">taman_kinh@yahoo.com</a>	7339 N. Willamette Blvd. Portland OR 97203	866-7974 285-8897 (cell)
TREB, KATHLEEN	E.6. - A&D Community Justice	<a href="mailto:kathleen.a.treb@co.multnomah.or.us">kathleen.a.treb@co.multnomah.or.us</a>	Multnomah County Dept. of Community Justice 2nd Floor 501 SE Hawthorne Portland, OR 97214-7214	988-6131
WAITE, SUE	H.1. - ADSD Aging and Disabilities Services Div. 11-2004	<a href="mailto:rorysuewaite@msn.com">rorysuewaite@msn.com</a>	6304 SE 41 <sup>st</sup> Ave. Portland OR 97202	774-6260

Members (Office)	Position Number - MH or A&D, Category, Term Exp. Date	Email Address	Mailing Address	Phone (area code 503 unless noted)
WARE, PAUL	E.1. - MH Portland Police 11-2004	<u><a href="mailto:cit@police.ci.portland.or.us">cit@police.ci.portland.or.us</a></u>	CIT Coordinator Portland Police Bureau 1111 SW 2 <sup>nd</sup> Ave. #1552 Portland OR 97204	823-0183
YOUNG, ADRIENNE	Consumer 10-2007	<u><a href="mailto:ayoung@chooseempowerment.com">ayoung@chooseempowerment.com</a></u>	4370 NE Halsey #223 Portland OR 97213	249-1413
YOUNG, CAROL		<u><a href="mailto:cyoung2005@msn.com">cyoung2005@msn.com</a></u>	4175 SW Crestwood Drive Portland OR 97045	297-5234



Please update  
as necessary.  
Thanks!

# Children's Mental Health System Advisory Council (CMHSAC) Member Roster March 2006

Name	Representing	Address	Phone Number	Email Address
Abrams, Rob	State Department of Human Services	2446 SE Ladd Ave. Portland OR 97214	503-872-5588	<a href="mailto:rob.abrams@state.or.us">rob.abrams@state.or.us</a>
Botsford, Patrice	Developmental Disabilities			
Boring, Kathy	Families	6612 SE 89 <sup>th</sup> Ave. Portland OR 97266	503-771-7872	<a href="mailto:katbportland@netzero.net">katbportland@netzero.net</a>
Boyer, Stephanie	Families	6522 SE 66th Ave. Portland, OR 97206	503-777-2421	<a href="mailto:sboyer@orclinic.com">sboyer@orclinic.com</a>
Camarena, Angie	Families	NAMI 524 NE 52nd Ave. Portland OR 97213	503-228-5692	<a href="mailto:acamarena@qwest.net">acamarena@qwest.net</a>
Checkley, Sherry	Families	2328 SW Dolph Ct. Portland OR 97219		
Hansen, Debbie	Oregon Youth Authority	123 NE 3 <sup>rd</sup> Suite 105 Portland OR 97232	503-731-4971 x233	<a href="mailto:debbie.hansen@oya.state.or.us">debbie.hansen@oya.state.or.us</a>
Henderson, Jimi	Families	5249 NE 45 <sup>th</sup> Place Portland OR 97218	503-249-8265	<a href="mailto:jimihsr@hotmail.com">jimihsr@hotmail.com</a>
Hill, Cris	Families	12224 SE Carlton St. Portland OR 97236	503-760-1889	<a href="mailto:robwoo2000@comcast.net">robwoo2000@comcast.net</a>

Name	Representing	Address	Phone Number	Email Address
Hoffer, Vern	PPS	BESC Special Education Dept. 501 N. Dixon Portland OR 97227	503-916-2000	<a href="mailto:vhoffer@pps.k12.or.us">vhoffer@pps.k12.or.us</a>
Holmes, John	National Alliance for the Mentally Ill-Multnomah	524 NE 52nd Ave. Portland OR 97213	503-228-5692	<a href="mailto:jholmes@nami.org">jholmes@nami.org</a>
Johnson, Joan	Families	514 NE Stanton St. #1 Portland OR 97227	503-286-1157	<a href="mailto:joan1561@aol.com">joan1561@aol.com</a>
Johnson, Mary Lou	East County School Districts	Centennial School Dist. 18135 SE Brooklyn Portland OR 97236	503-760-7990	<a href="mailto:marylou_johnson@centennial.k12.or.us">marylou_johnson@centennial.k12.or.us</a>
Kibble, Rachel	Families	NAMI 524 NE 52nd Ave. Portland OR 97213	503-228-5692	<a href="mailto:rkibble@qwest.net">rkibble@qwest.net</a>
Linfoot, Ally	Families			<a href="mailto:Ally.Linfoot@morrisonskids.org">Ally.Linfoot@morrisonskids.org</a>
May-Watson, Samantha	Families	17524 SE Pine St. #B1 Portland OR 97233	503-253-3024	
McKechnie, Mark	Juvenile Rights Project	123 NE 3rd Ste. 310 Portland, OR 97232	503-232-2540	<a href="mailto:mark@jrplaw.org">mark@jrplaw.org</a>
Sauer, Rick	Families	7331 SE 113 <sup>th</sup> Portland OR 97266	503-957-4298 (c)	<a href="mailto:ricksauer@virco.com">ricksauer@virco.com</a>
Scott, Wayne	Juvenile Justice	1401 NE 68th Ave Portland, OR 97213	503-988-6904 x86904	<a href="mailto:wayne.scott@co.multnomah.or.us">wayne.scott@co.multnomah.or.us</a>

Name	Representing	Address	Phone Number	Email Address
Surface, Rex	Developmental Disabilities	Multnomah County Developmental Disabilities Division 421 SW Oak St., Ste. 610 Portland OR 97204	503-988-3658 x26353	<a href="mailto:rex.b.surface@co.multnomah.or.us">rex.b.surface@co.multnomah.or.us</a>
Torres, Ivon	Families	12243-B SE Harold St. Portland OR 97236	503-309-1379	<a href="mailto:ivonne503@yahoo.com">ivonne503@yahoo.com</a>
Wallick, Elaine	State Department of Human Services	2446 SE Ladd Ave. Portland OR 97214	503-872-5588	<a href="mailto:elaine.e.wallick@state.or.us">elaine.e.wallick@state.or.us</a>
Wells, Diane	Families	570 NW Birdsdale Ave. Gresham OR 97030	503-665-2197	<a href="mailto:dwells@trilliumfamily.org">dwells@trilliumfamily.org</a>
Yedzmiak, Jay	FamilyCare, Inc.	2121 SW Broadway Ste. 300 Portland OR 97201	503-471-2116	<a href="mailto:jayy@familycareinc.org">jayy@familycareinc.org</a>

LOCAL MENTAL HEALTH ADVISORY COMMITTEE  
REVIEW AND COMMENTS

County: Multnomah

Committee: Children's Mental Health System Advisory Council (CMHSAC)

Type in or attach a list of committee members, including addresses and telephone numbers.

See attached.

The Multnomah County Local Mental Health Advisory Committee, established in accordance with ORS 430.630(7), recommends acceptance of the 2007-2009 Biennial County Implementation Plan. Further comments and recommendations of the Committee are attached.

Name of Chair: Stephanie Boyer

Address: c/o Multnomah County MHASD

421 SW Oak St., Suite 520

Portland OR 97204

Telephone Number: 503-777-2421 (home)

Signature: Stephanie C. Boyer

Comments from Children's Mental Health System Advisory Council (CMHSAC):

Clarification is requested regarding the details of the "Transition Age Youth" services. The Biennial Plan should define this set of services and who is eligible to receive them. For youth within this age group (18-21) who are not eligible for this level of care, it should be explained what other services are available to them and how those with less acute/chronic mental health needs access appropriate treatment and support (for example, through the adult system).

Office of Mental Health and Addiction Services - Attachment 5

COMMISSION ON CHILDREN & FAMILIES REVIEW & COMMENTS

County: Multnomah

The Multnomah County Commission on Children & Families has reviewed the alcohol and drug abuse prevention and treatment portions of the county's Biennial Implementation Plan for 2007-2009. Any comments are attached.

Name of Chair: Wendy Lebow

Address: 421 SW Oak St. Suite 200

Portland, Oregon 97204

Telephone Number: 503-988-6981

Signature: Wendy Lebow

Office of Mental Health and Addiction Services – Attachment 6

COUNTY FUNDS MAINTENANCE OF EFFORT ASSURANCE

County: Multnomah

As required by ORS 430.359(4), I certify that the amount of county funds allocated to alcohol and drug treatment and rehabilitation programs for 2005-2007 is not lower than the amount of county funds expended during 2003-2005.

Nancy Winters, LPC  
Name of County Mental Health Program Director

Nancy Winters  
Signature

3/20/06  
Date

**PLANNED EXPENDITURES OF MATCHING FUNDS (ORS 430.380) AND  
CARRYOVER FUNDS**

County: Multnomah

Contact Person: Keith Mitchell

**Matching Funds**

Source of Funds	Amounts	Program Area

**Carryover Funds**

OMHAS Mental Health Funds Carryover Amount from 2003- 2005	Planned Expenditure	Service Element
\$1,028,264.	Walk in Clinic & Empowerment Initiatives	MHS20
\$188,090.	Severely Mentally Ill Special populations	MHS 22
\$509,509.	Involuntary Commitment Program, Emergency holds	MHS 24
\$1,932,100.	Crisis Call Center	MHS 25
\$12,035.	Supported Employment	MHS 38
\$3,744.	PSRB	MHS 30
\$12,100.	Older Disabled Adult MH Services	MHS 35

OMHAS Alcohol & Drug Funds Carryover Amount from 2003-2005	Planned Expenditure	Service Element
\$20.24	A&D Residential	A&D 61
\$47,744	A&D Continuum of Care	A&D 66
\$209	A&D Prevention	A&D 70
\$1	A&D Youth Residential Treatment	A&D 71

Effective 6/30/05, carryover amounts confirmed as of 03/05 settlement report.

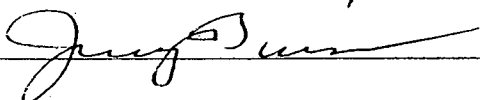


REVIEW AND COMMENTS BY THE LOCAL SERVICE DELIVERY  
AREA MANAGER FOR THE DEPARTMENT OF HUMAN SERVICES

County: Multnomah

As Service Delivery Area Manager for the Department of Human Services, I have reviewed the 2007-2009 Biennial County Implementation Plan and have recorded my recommendations and comments below or on at attached document.

Name of SDA Manager: Jerry Burns

Signature: 

Date: 3/23/06

**Office of Mental Health and Addiction Services –  
Attachment 9**

**REVIEW AND COMMENTS BY THE LOCAL PUBLIC SAFETY  
COORDINATING COUNCIL**

**County:** Multnomah

The Local Public Safety Coordinating Council has reviewed the 2007-2009 Biennial County Implementation Plan. Comments and recommendations are recorded below or are provided on an attached document.

Name of Chair: Commissioner Lisa Naito

Address: 501 SE Hawthorne, Room 600  
Portland, OR 97214

Telephone Number: 503 988-5217

Signature: Lisa Naito

Date: 3/22/06

Office of Mental Health and Addiction Services – Attachment 10  
2007-2009 County Biennial Implementation Plan

**PREVENTION STRATEGY SHEET**

County Multnomah County, Prevention Coordinator: Larry Langdon

*Using the grid below, list all the proposed programs for which the County is requesting funding. Include all the Program Outcomes (process objectives) and Intermediate-Level Outcomes (educational, attitudinal & behavioral objectives) for each of the proposed programs. All outputs and outcomes must be measurable.*

<b>Proposed Programs</b>	<b>Proposed Outputs</b>	<b>Proposed Outcomes</b>
County Prevention Plan Oversight (1.0 FTE Prevention Coordinator)	Provide technical assistance on prevention work plan development, grant opportunities, Minimum Data Set training and reporting, and provider annual reports.	(Process only) Prevention work plans, County prevention annual report completed. MDS reports and annual report submitted to OMHAS.  Proposal(s) submitted to OMHAS for Statewide competitive prevention grant.
Community Mobilization/Coalition Support (1.0 FTE Prevention Coordinator)	Provide technical assistance to A&D prevention coalition (CARSA) and Drug-Free Communities Grant implementation. Provide A&D prevention technical assistance to other community coalitions. Process objectives: technical assistance provided (at meetings).	# Community partners' grants received  # Prevention materials produced  # Prevention programs sponsored by community partners
County Prevention Program Planning & Development (1.0 FTE Prevention Coordinator)	Prevention procurement planning. Prevention implementation planning. Revise/update Comprehensive (SB555) Plan Monitor and report as required on Prevention High Level Outcomes; revise and report on County "SB 555" prevention logic models as needed.	Procure, contract prevention programs. Develop and update 2009-11 Prevention Implementation Plan as required by OMHAS. Report outcomes, revise prevention portion of County Coordinated Plan as required by SB 555 timelines.

Latino Youth Network (Outputs are per year)	Recruit on-going participation of 15 youth. Hold at least 6 meetings throughout calendar year. Implement at least two projects as determined by prior annual retreat. Participate in at least 3 additional community events. Participate in a leadership development program. Hold planning retreat – develop next year activity plan.	Leaders do under 50% of event coordination effort. 80% of youth feel they have increased their leadership skills and feel more empowered.
TUNE Asian Youth Program (Outputs are per year)	Recruit on-going participation of 12 youth. Hold at least 6 meetings throughout calendar year. Implement at least two projects as determined by prior annual retreat. Participate in at least 3 additional community events. Hold a planning event to develop an activity plan for the next year.	Leaders do under 75% of event coordination effort in year 1, under 50% in year 2.  80% of youth feel they have increased their leadership skills and feel more empowered.
Prevention Services to Public Housing Communities (Outputs are per year for entire program, funded by AD-70, Children's Investment Fund, and Housing Authority of Portland.)	Serve 400 unduplicated youth. Provide 500 After School Club sessions. Identify & engage 60 youth & their families in core group services, including school liaison, individual tutoring and mentoring, as identified through individual family goals. Provide 225 home visits with core group. Provide six 6-session "Reading Together" groups.	75% of Core Group show increased academic achievement and 75% demonstrate decreased behavioral problems. 50% of middle school children in after school clubs participate in community service projects. 75% of families will report reading together regularly 6 months after "Reading Together" program completion.
New Evidence-Based Prevention Program – As determined by U of O work during 05-07 and procured in 06-07	As determined during program development phase and finalized during procurement	As determined by procurement.



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 04.06.06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-4  
Est. Start Time: 10:00 AM  
Date Submitted: 03/17/06

**BUDGET MODIFICATION:** -

### NOTICE OF INTENT to Submit a Proposal to the Centers for Disease Control and Prevention to Identifying "Ground-Breaking" Behavioral Interventions to Prevent Human Immunodeficiency Virus (HIV)

**Agenda Title:** Transmission in High Risk Groups Grant Competition

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

<b>Date Requested:</b>	<u>April 6, 2006</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Health Dept.</u>	<b>Division:</b>	<u>Community Health Promotion, Partnership and Planning</u>
<b>Contact(s):</b>	<u>Jodi Davich</u>		
<b>Phone:</b>	<u>503-988-3663</u>	<b>Ext.</b>	<u>26561</u>
<b>Presenter(s):</b>	<u>Mike Stark and Loreen Nichols</u>		
<b>I/O Address:</b>	<u>160/9</u>		

### General Information

**1. What action are you requesting from the Board?**

The Health Department requests approval to submit a proposal in the amount of approximately \$450,000 to the Centers for Diseases Control and Prevention (CDC) Identifying "Ground-Breaking" Behavioral Interventions to Prevent Human Immunodeficiency Virus (HIV) Transmission in High Risk Groups grant competition. The Health Department recommends that this request be approved.

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

The purpose of this CDC funding opportunity is to support the development and pilot testing of "ground-breaking" behavioral interventions that reduce the risk for HIV transmission among high-risk populations for whom few or no evidence-based interventions are identified. Eligible interventions include those that are currently being developed or already exist, but have never been evaluated. The intent of this announcement is to identify

the most promising “ground-breaking” interventions that merit further rigorous testing to determine whether they are efficacious. The primary outcome of this research program will be to develop and pilot test “ground-breaking” behavioral interventions and to provide preliminary evidence that these interventions lead to change in HIV risk behaviors.

There are over 3,700 persons living with HIV (PLWH) in the greater Portland Eligible Metropolitan Area (EMA) which covers Multnomah, Washington, Clackamas, Clark, Columbia and Yamhill counties. Although HIV increasingly affects women in the EMA, 90% of PLWH in the EMA are men. 69% of PLWH are men who have sex with men. African Americans in the EMA are disproportionately impacted by HIV, accounting for 3% of the general population, but comprising almost 9% of PLWH. Hispanics are 9% of the general population, and make up 8 % of PLWH. PLWH in the EMA have high rates of substance abuse with 19% of PLWH identified as injection drug users. Heroin and methamphetamine are the most common injected drugs in the Portland EMA. Substance abuse contributes to high-risk sexual behavior.

The Health Department’s Program Design and Evaluation Services group proposes to test an intervention with heroin and methamphetamine drug injectors who frequent our Needle Exchange Program (NEX).

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

The project does not require any County General fund support.

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

There are no legal and/or policy issues.

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

The project will be a collaborative effort of the Health Department and Oregon Health Services.

## ATTACHMENT A

### Grant Application/Notice of Intent

If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- **Who is the granting agency?**

Centers for Disease Control and Prevention

- **Specify grant requirements and goals.**

The proposed HIV risk reduction intervention will target heroin and methamphetamine injectors who acquire needles through secondary exchange, rather than participating in NEX directly. The research literature is generally supportive of secondary exchange because it extends the pool of sterile syringes to a wider population of high-risk people. The disadvantage is that secondary exchange recipients do not benefit from other preventive health services provided through NEX, such as HIV and hepatitis C testing and referrals to drug treatment.

This intervention intends to train 24 needle exchangers (12 heroin and 12 meth injectors, and half males and half females) to provide HIV preventive health services to their network of needle recipients using brief, client-centered peer counseling. Participating exchangers will assist recipients in reducing their risk of HIV infection by providing facilitated referrals to HIV counseling and testing, hepatitis C screening, hepatitis A and B vaccinations, STD testing, primary medical care, drug treatment, and other health and social services.

Feasibility testing will include 1) formative evaluation activities with secondary exchangers and recipients (e.g. focus groups and key informant interviews); 2) training of secondary exchangers to deliver the intervention; 3) implementation of the intervention with secondary exchange recipients; and 4) process and outcome evaluation, using a pre/post, quasi-experimental single group design. Findings from the feasibility study will impact HIV prevention efforts at the Health Department's NEX program, and has implications for NEX programs across the country, which access extremely high-risk, vulnerable populations.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a two-year project that will support our HIV prevention efforts in Multnomah County building on our current efforts. We will request approximately \$225,000 per year for each of the two project years. Funds will be used to support participant recruitment, HIV prevention training, program evaluation, materials and supplies. No new county funds are needed to support this project.

- **What are the estimated filing timelines?**

Proposals are due April 20, 2006.

- **If a grant, what period does the grant cover?**

September 1, 2006 through August 31, 2008.

- **When the grant expires, what are funding plans?**

Additional grant funds will be sought to support the continuation of program components

that are found to be effective.

- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**

County indirect, central finance and human resources and departmental overhead costs will be covered with grant funds.



## ATTACHMENT B

### Required Signatures

Department/  
Agency Director:

*Lillian Shurley*

Date: 03/17/06

Budget Analyst:

*Debra*

Date: 03/20/06

Department HR:

*Carl M Ford*

Date: 03/17/06

Countywide HR:

Date:



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-5  
Est. Start Time: 10:05 AM  
Date Submitted: 03/20/06

**BUDGET MODIFICATION:** -

**Agenda Title:** Pandemic Influenza Planning and Community Engagement Update

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

Date Requested: April 6, 2006 Time Requested: 25 minutes  
Department: Health Dept. Division:  
Contact(s): Lillian Shirley/Gary Oxman  
Phone: 503-988-3674 Ext. 22686 I/O Address: 160/8  
Presenter(s): Lillian Shirley/Gary Oxman

### General Information

**1. What action are you requesting from the Board?**

Briefing only.

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

Multnomah County Health Department is advancing plans for a possible flu pandemic, such as Avian flu. While health officials don't know when the next worldwide flu pandemic may occur, they are taking steps to consider every possibility.

Much of the planning involves coordination with hospitals, public health departments, and private medical providers in a 6 county region. Health officials are beginning to engage the business community and encouraging large and small businesses to have a business continuity plan. Plans to reach vulnerable populations such as the elderly and disabled, and communicating with ethnic and non-English speaking communities are also priorities.

According to experts, as much as 25 to 35 percent of the population could be infected with

14-15  
pandemic flu which could cause temporary disruptions in public service functions and commercial business. Public gatherings may be curtailed to limit the spread of disease and hospital care may need to be limited to the most acutely ill. It is unlikely that a vaccine for people will be immediately available and antiviral medication such as Tamiflu may not be effective for the particular strain of flu that emerges.

"Public Health's role in a flu pandemic is to provide leadership and direction to maximize medical resources and limit the spread of the disease," states Lillian Shirley, Multnomah County Health Department Director. "Each of us must plan for what we would do in a worst case scenario, from individuals and families, to health systems and corporations."

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

NA

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

NA

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

There will be outreach to community groups-neighborhood associations, faith leadership, social service agencies, immune-comp, minority/ethnic communities and business communities.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 03/20/06

**Budget Analyst:**

**Date:** \_\_\_\_\_

**Department HR:**



**Date:** 03/20/06

**Countywide HR:**

**Date:** \_\_\_\_\_



# Multnomah County Health Department

COMMUNICABLE DISEASE PREVENTION &  
CONTROL Pandemic Influenza Preparedness  
Multnomah County Board of Commissioners

April 6<sup>th</sup>, 2006

*Lillian Shirley, RN, MPH, MPA, Director*

*Gary Oxman, MD, MPH, Health Officer*



# Briefing Objectives

- ❖ Provide information on MCHD's Pan Flu preparedness activities
- ❖ Provide background on pandemic influenza ("Pan Flu")
- ❖ Answer questions/address concerns



# Definitions

## ❖ ***Seasonal Influenza***

- ❖ Contagious respiratory illness caused by influenza viruses
- ❖ Can cause mild to severe illness
- ❖ Occurs almost every year



# Definitions

## ❖ ***Pandemic Influenza***

- ❖ World-wide epidemic of flu
- ❖ Results from emergence of new flu strains that spread around the world, infecting many people at once
- ❖ Varies in severity
  - ❖ 1957, 1968: 2 – 3 times number of deaths usually caused by seasonal flu
  - ❖ 1918: ~50 times as many deaths as in a typical flu season



# Definitions

## ❖ ***Avian Influenza (“bird flu”)***

- ❖ Influenza virus infection among birds
- ❖ Commonly carried by wild birds
- ❖ Can spread to domestic birds (chickens, ducks)
- ❖ Risk for people with contact with infected birds, but risk is low
- ❖ H5N1 bird flu strain is a candidate to cause the next human pandemic



## Key Facts – April 2006

- ❖ The world is not experiencing an influenza pandemic
- ❖ Bird flu is widely distributed around the world
- ❖ There is no H5N1 bird flu in the US, but it is expected to arrive at some point
- ❖ Bird flu is rarely spread from person to person
- ❖ If this changes, there is a potential for a serious pandemic



# What is MCHD Doing About Pan Flu?

## *Public Health Preparedness:*

- ❖ General preparedness & response activities
- ❖ Specific preparedness for Pan Flu



# Current MCHD Preparedness

## Activities

### *General Public Health Preparedness Activities*

- ❖ Regular MCHD response activities – examples:
    - ❖ Disease surveillance
    - ❖ Outbreak investigation and management
  - ❖ Emergency response exercises (with government and private partners)
  - ❖ Refining MCHD emergency response plan
    - ❖ Modifications to address Pan Flu issues/needs
- [www.co.multnomah.or.us/health/emergprep/plans.shtml](http://www.co.multnomah.or.us/health/emergprep/plans.shtml)



# Current MCHD Preparedness Activities

## *Activities Directly Applicable to Pan Flu*

- ❖ Enhancing Public Information capacity
- ❖ Facilitating regional health care “surge capacity” (hospitals, physicians, etc.)
- ❖ Enhancing mass dispensing and vaccination capacity
- ❖ Engaging the community around pandemic influenza



# Key Public Health Strategies - 2006

Strategic Goal: Through thoughtful and aggressive government and community action...

- ❖ maintain an intact community, and
- ❖ minimize the health, social and economic impacts of pandemic influenza



# Key Public Health Strategies - 2006

- ❖ Response to a pandemic will rest largely on individual and community-level prevention and intervention activities



# Key Public Health Strategies - 2006

## ❖ Individual-level interventions

- ❖ Use respiratory hygiene (cover your cough, wash your hands)
- ❖ Act to protect others (stay home when you're sick)
- ❖ Use medical prevention and treatment services appropriately

*These interventions will require:*

- ✓ *Community understanding and support*
- ✓ *Effective leadership*
- ✓ *Effective messaging*



# Key Public Health Strategies - 2006

## ❖ Community-level interventions

- ❖ *Routine patient isolation*
- ❖ *Focused contact notification/management*
- ❖ *Quarantine of small groups*
- ❖ *Cancellation of specific events*
- ❖ *Closure of specific facilities*
- ❖ *Community-wide activity slow downs (“stay at home days”)*



# Key Public Health Strategies - 2006

- ❖ Community-level interventions - continued
  - ❖ Broad closures of businesses, schools, events, and transportation
  - ❖ Strict community-wide quarantine

*These interventions will require:*

- ✓ *Effective governmental leadership*
- ✓ *Informed decision-making*
- ✓ *Broad-based community understanding and support (business, community members & leaders, various agencies)*



# Thoughts Behind These Strategies

1. The health and community impacts of a pandemic cannot be completely avoided

## Goals

- ❖ an intact community
- ❖ minimizing health, social and economic impacts



# Thoughts Behind These Strategies

2. Vaccine for the next pandemic virus is unlikely to be available in adequate supply (particularly early in the pandemic)



# Thoughts Behind These Strategies

3. Antiviral drugs will have a limited role
  - ❖ Federal emphasis on treatment vs. prevention
  - ❖ Limited supply
  - ❖ Other practical limitations



# Thoughts Behind These Strategies

4. Before and during a pandemic, there will be open, continuous, uncensored media coverage



# Thoughts Behind These Strategies

5. Managing a pandemic influenza will require broad community involvement
  - ❖ Government will make some important decisions
  - ❖ Others (schools, business, community organizations, informal leaders) have important roles:
    - Providing input on the impacts and acceptability of disease control options
    - Implementing specific actions within their organizations
    - Influencing and promoting cooperation



# Community Engagement Phase I

- ❖ Craft agreement within public health on strategic approaches to managing Pan Flu

***Timeline/Status : Complete***



# Community Engagement Phase

## II

- ❖ Gain health provider and academic community input and support on strategic approaches to Pan Flu

***Timeline/Status : Nearly complete***



# Community Engagement Phase

## III

- ❖ Inform elected officials and their staff about pandemic flu assumptions and public health intervention approaches

***Timeline/Status : Ongoing***



# Community Engagement Phase

## IV

- ❖ Inform other leaders (in business, communities, other governments) about pandemic flu assumptions and public health intervention approaches
- ❖ Engage these leaders in active planning
  - ❖ Within their organizations
  - ❖ With government and other partners

***Timeline/Status : Initiated, ongoing through Summer 2006***



# Community Engagement Phase

## V

- ❖ Develop operational plans and agreements on community-level framework for real-time decision-making and implementation to assure community support

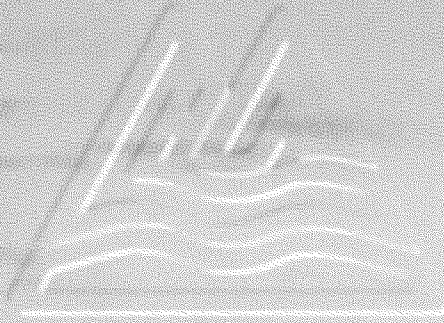
***Timeline/Status : Summer – Fall 2006***



# Questions/Discussion

REVISED  
4/5/06





# Multnomah County Health Department

COMMUNICABLE DISEASE PREVENTION &  
CONTROL Pandemic Influenza Preparedness  
Multnomah County Board of Commissioners

April 6<sup>th</sup>, 2006

*Lillian Shirley, RN, MPH, MPA, Director*

*Gary Oxman, MD, MPH, Health Officer*



# Briefing Objectives

- ❖ Provide information on MCHD's Pan Flu preparedness activities
- ❖ Provide background on pandemic influenza ("Pan Flu")
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# Definitions

## ❖ ***Seasonal Influenza - “The Flu”***

- ❖ Contagious respiratory illness caused by influenza viruses
- ❖ Can cause mild to severe illness
- ❖ Occurs almost every year

## ❖ ***Pandemic Influenza***

- ❖ World-wide epidemic of flu
- ❖ Results from emergence of new flu strains that no one has immunity to
- ❖ Varies in severity



# Definitions

- ❖ ***Avian Influenza (“bird flu”)***
  - ❖ Influenza virus infection among birds
  - ❖ Commonly carried by wild birds
- ❖ **Why worry about Avian Flu now?**
  - ❖ It is new
  - ❖ Can spread to domestic birds (chickens, ducks)
  - ❖ Can spread to people who have contact with infected birds (but risk is low)
  - ❖ H5N1 bird flu strain is a candidate to cause the next human pandemic



## Key Facts – April 2006

- ❖ The world is not experiencing an influenza pandemic
- ❖ Bird flu is widely distributed around the world
- ❖ There is no H5N1 bird flu in the US, but it is expected to arrive at some point
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# What is MCHD Doing About Pan Flu?

## *Public Health Preparedness:*

- ❖ General preparedness & response activities
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# Current MCHD Preparedness

## Activities

### *General Public Health Preparedness Activities*

- ❖ Regular MCHD response activities – examples:

- ❖ Disease surveillance

- ❖ Outbreak investigation and management

- ❖ Emergency response exercises (with government and private partners)

- ❖ MCHD emergency response plan

- ❖ Modifications to address Pan Flu issues/needs

- [www.co.multnomah.or.us/health/emergprep/plans.shtml](http://www.co.multnomah.or.us/health/emergprep/plans.shtml)



# Current MCHD Preparedness Activities

## *Activities Directly Applicable to Pan Flu*

- ❖ Enhancing Public Information capacity
- ❖ Partnering with health care providers in region to increase patient care capacity (“surge capacity”)
- ❖ Preparing mass dispensing and vaccination sites
- ❖ Engaging the community around pandemic influenza
- ❖ MCHD Selected for a national study of 7 sites to determine best practices and quality measures



# Key Public Health Strategies - 2006

Strategic Goal: Through thoughtful and aggressive government and community action...

- ❖ maintain an intact community, and
- ❖ minimize the health, social and economic impacts of pandemic influenza



# Key Public Health Strategies - 2006

❖ Response to a pandemic will rest largely on:

❖ *Individual prevention*

❖ *Community prevention and interventions*



# Key Public Health Strategies - 2006

## ❖ Individual-level prevention

- ❖ Cover your cough, wash your hands
- ❖ Protect others (stay home when you're sick)
- ❖ Use medical care services appropriately

*These interventions will require:*

- ✓ *Community understanding and support*
- ✓ *Effective leadership*
- ✓ *Effective messaging*



# Key Public Health Strategies - 2006

- ❖ Community interventions to control spread
  - ❖ *Routine patient isolation*
  - ❖ *Focused contact notification/management*
  - ❖ *Quarantine of small groups*
  - ❖ *Cancellation of specific events*
  - ❖ *Closure of specific facilities*
  - ❖ *Community-wide activity slow downs (“stay at home days”)*



# Key Public Health Strategies - 2006

- ❖ Community-level interventions - continued
  - ❖ Closures of businesses, schools, events, and transportation
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*These interventions will require:*

- ✓ *Effective governmental leadership*
- ✓ *Informed decision-making*
- ✓ *Broad-based community understanding and support (business, community members & leaders, various agencies)*



# Thoughts Behind These Strategies

1. The health and community impacts of a pandemic cannot be completely avoided

## Goals

- ❖ an intact community
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# Thoughts Behind These Strategies

2. Vaccine for the next pandemic virus is unlikely to be available in adequate supply (particularly early in the pandemic)



# Thoughts Behind These Strategies

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# Thoughts Behind These Strategies

5. Managing a pandemic flu will require broad community involvement
  - ❖ Government will make some important decisions
  - ❖ Others (schools, business, community organizations, informal leaders) have important roles:
    - Providing input on the impacts and acceptability of disease control options
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# Community Engagement Phase I

- ❖ Craft agreement within public health on strategic approaches to managing Pan Flu

***Timeline/Status : Complete***



# Community Engagement Phase

## II

- ❖ Gain health provider and academic community input and support on strategic approaches to Pan Flu

***Timeline/Status : Nearly complete***



# Community Engagement Phase

## III

- ❖ Inform elected officials and their staff about pandemic flu assumptions and public health intervention approaches

***Timeline/Status : Ongoing***



# Community Engagement Phase

## IV

- ❖ Inform other leaders (in business, communities, other governments) about pandemic flu assumptions and public health intervention approaches
- ❖ Engage these leaders in active planning
  - ❖ Within their organizations
  - ❖ With government and other partners

***Timeline/Status : Initiated, ongoing through Summer 2006***



# Community Engagement Phase



- ❖ Assure all stakeholders have common knowledge of what is happening and what needs to be done
- ❖ Develop community operational plans and agreements for real-time decision-making and implementation to assure community support

***Timeline/Status : Summer – Fall 2006***



# Questions/Discussion



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 04/06/06  
Agenda Item #: R-6  
Est. Start Time: 10:30 AM  
Date Submitted: 03/14/06

### BUDGET MODIFICATION:

Agenda Title: Multnomah County Sixth Annual Public Health Heroes Celebration

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

Date Requested: April 6, 2006 Time Requested: 50 minutes  
Department: Health Division:  
Contact(s): Pam (Ballentine) Hiller  
Phone: 503-988-6250 Ext. 25043 I/O Address: 448/2  
Presenter(s): Lillian Shirley

### General Information

#### 1. What action are you requesting from the Board?

The Health Department is requesting that the Board honor Multnomah County Public Health Heroes and celebrate the ways that health professionals and community members promote the health and wellbeing of Multnomah County. We are requesting that the Board, along with Lillian Shirley, acknowledge the 2006 Public Health Heroes.

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

National Public Health Week was established by the American Public Health Association in 1995 as a way to recognize the contributions of public health and prevention services to America's well-being. For the past four years, Multnomah County Health Department, with the support of the Board of County Commissioners, has recognized and celebrated our local public health heroes. Over forty community members, organizations, businesses, youth, county employees, and policy makers have been given the distinguished honor of Public Health Hero to honor their efforts to promote the health and wellbeing of Multnomah County. The recognition of numerous community partners has been a public acknowledgement of the many diverse ways that everyday citizens, as well as highly trained professionals contribute to the overall health of Multnomah County.

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

There is no fiscal impact – the budget for this recognition is minimal

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

There are no legal or policy issues involved

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

Citizens participate as nominators, nominees, and heroes in the Public Health Heroes celebration.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 03/14/06

**Budget Analyst:**

**Date:** \_\_\_\_\_

**Department HR:**

**Date:** \_\_\_\_\_

**Countywide HR:**

**Date:** \_\_\_\_\_



**BOGSTAD Deborah L**

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**From:** BALLENTINE Pamela J  
**Sent:** Thursday, March 30, 2006 2:12 PM  
**To:** SHIRLEY Lillian M; #MULTNOMAH COUNTY ALL EMPLOYEES  
**Cc:** MILECHMAN Althea M  
**Subject:** RE: We are Proud to Announce the WINNERS of the 2006 Public Health Hero Awards!

Hello! I want to apologize for leaving a very important person off of the final nomination list. Commander Rosie Sizer from SE Police Precinct was nominated for a Public Health Hero Award and through my mistake her name was left off of the nominee list. Her nomination was reviewed with all the other nominations, I just missed putting her on the final list for the announcement.

Congratulations to Rosie for being nominated. My sincere appreciation, Pam (Ballentine) Hiller MCHD

Pam (Ballentine) Hiller  
Community Capacitation Center  
Multnomah County Health Department  
(503) 988-6250 x25043

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

**From:** SHIRLEY Lillian M  
**Sent:** Wednesday, March 22, 2006 5:28 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Cc:** MILECHMAN Althea M  
**Subject:** We are Proud to Announce the WINNERS of the 2006 Public Health Hero Awards!

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**Please Post and Transmit to Staff Who Do Not Have Access to Email**

**We are Proud to Announce the WINNERS of the  
2006 Public Health Hero Awards!**

WOW, what wonderful people and organizations we have working in Multnomah County! We received many wonderful nominations for the Public Health Hero Awards.

Thank you to those people who nominated a person or organization. It is indeed an honor to have someone think so highly of you that they would submit a nomination for this award.

Thank you to the volunteers who helped read and score the nominations; it was a tough process. To help you understand how the decisions were made we will explain the process. First, there was a general screening of all the nominations. They were reviewed and scored based on the same criteria. The top candidates went through a second screening process. The top candidates from each category were given to Health Department Director Lillian Shirley for FINAL SELECTION.

## **Congratulations!**

### **Business or Corporation Award:**

**Pacific Coast Restaurants**

### **Public Health Leadership (John Kitzhababer) Award:**

**Maria Michalczyk, RN  
Portland Community College**

### **Multnomah County Employee:**

**Jan Poujade, RN  
Health Department**

### **Community Based Program/Non Profit Organization:**

**Asian Health and Service Center (AHSC)**

### **Community Person (Josiah Hill) Award:**

**Rhone Williams, Monday Morning Breakfast  
Mallory Church of Christ**

### **Special Award for Amy Joslin:**

**In loving memory for her work at Multnomah County.**

**The only award that was given to more than one recipient is the YOUTH Award.  
We decided to HONOR our youngest leaders this year!**

**STARS Program Teen Leaders**

**Sarah Marie Benjamin and Tejara Brown  
MC Community Health Council**

**Girls Leadership/Peace Campaign  
Grace and Truth Church**

**Congratulations to all of those nominated:**

- Dental Assisting Team in East County
- Donna Louie (MCHD)
- Barbara Topar, Lead Nurse (MCHD)
- Lila Wickham (MCHD)
- Bob Earl, PA (MCHD)
- Dawn Calder (MCHD)
- Appointment and Information Call Center (MCHD)
- Larrie Noble (MCHD)
- Jim Spitzer (MCHD)
- Jackie Mercer, Executive Director for NARA
- Vance Strong, Community Volunteer-MCHD/HIV/HCV Project
- Dr. Eugene Taylor, Community Volunteer-Westside Clinic
- David Frierman L.AC- Outside In
- Corrections Health Staff (MCHD)
- Alejandra Sanchez, CHW (MCHD)
- Shelley Garay, CHN (MCHD)
- Larry Turner (DCHS)
- Dr. Yuen Chan (MCHD)
- Athena Bettger, MD (MCHD)
- Dr. Todd Engstrom (MCHD)
- Jodi Davich (MCHD)
- Sue Sanzi-Schaedal (MCHD)
- Kim Tierney (MCHD)
- LaVonne Stark (MCHD)
- Samantha Kennedy, ACCESS City of Portland-ONI
- Jessica Amo, Community Advocate-Volunteers of America
- Christina Taylor, Juntos Aprendemos
- Commissioner Serena Cruz-Walsh, Multnomah County
- Stephanie Farquhar, Ph.D, Portland State University
- Senior Health Insurance Benefit Assistance (SHIBA) Project Volunteers
- Native American Rehabilitation Association of Northwest (NARA)
- Steve Suo, Reporter for the Oregonian
- Vivian Ashworth and MESD School Health Services Nurses
- Scott Brown, Counterpoint Outpatient Services
- Assisting League Dental Center at Creston Elementary School
- Donna Standing Rock, Cascade AIDS project
- NW Medical Team-Dental Van
- Kaiser Permanente Northwest Thrive Campaign

As you can see, these are some of the most dedicated and talented people and organizations in our community. Please come and join the celebration on April 6<sup>th</sup>, 2006, at 10:00\_am at the County Commissioners' Meeting. The location is the Multnomah Building at 501 SE Hawthorne in the Board Room. ***Join us for FOOD and FUN!***

If you have any questions, please call Pam Hiller at (503) 988-6250 x25043. Please **RSVP** for the celebration if you plan to attend by calling Jill Holden at (503) 9883663 x29091.

**BOGSTAD Deborah L**

---

**From:** SHIRLEY Lillian M  
**Sent:** Wednesday, March 22, 2006 5:28 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Cc:** MILECHMAN Althea M  
**Subject:** We are Proud to Announce the WINNERS of the 2006 Public Health Hero Awards!

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*Please Post and Transmit to Staff Who Do Not Have Access to Email*

**We are Proud to Announce the WINNERS of the  
2006 Public Health Hero Awards!**

WOW, what wonderful people and organizations we have working in Multnomah County! We received many wonderful nominations for the Public Health Hero Awards.

Thank you to those people who nominated a person or organization. It is indeed an honor to have someone think so highly of you that they would submit a nomination for this award.

Thank you to the volunteers who helped read and score the nominations; it was a tough process. To help you understand how the decisions were made we will explain the process. First, there was a general screening of all the nominations. They were reviewed and scored based on the same criteria. The top candidates went through a second screening process. The top candidates from each category were given to Health Department Director Lillian Shirley for FINAL SELECTION.

**Congratulations!**

**Business or Corporation Award:**

**Pacific Coast Restaurants**

**Public Health Leadership (John Kitzhababer) Award:**

**Maria Michalczyk, RN  
Portland Community College**

**Multnomah County Employee:**

**Jan Poujade, RN  
Health Department**

3/23/2006

**Community Based Program/Non Profit Organization:**

**Asian Health and Service Center (AHSC)**

**Community Person (Josiah Hill) Award:**

**Rhone Williams, Monday Morning Breakfast  
Mallory Church of Christ**

**Special Award for Amy Joslin:**

**In loving memory for her work at Multnomah County.**

**The only award that was given to more than one recipient is the YOUTH Award. We decided to HONOR our youngest leaders this year!**

**STARS Program Teen Leaders**

**Sarah Marie Benjamin and Tejara Brown  
MC Community Health Council**

**Girls Leadership/Peace Campaign  
Grace and Truth Church**

**Congratulations to all of those nominated:**

- Dental Assisting Team in East County
- Donna Louie (MCHD)
- Barbara Topar, Lead Nurse (MCHD)
- Lila Wickham (MCHD)
- Bob Earl, PA (MCHD)
- Dawn Calder (MCHD)
- Appointment and Information Call Center (MCHD)
- Larrie Noble (MCHD)
- Jim Spitzer (MCHD)
- Jackie Mercer, Executive Director for NARA
- Vance Strong, Community Volunteer-MCHD/HIV/HCV Project

- Dr. Eugene Taylor, Community Volunteer-Westside Clinic
- David Frierman L.AC- Outside In
- Corrections Health Staff (MCHD)
- Alejandra Sanchez, CHW (MCHD)
- Shelley Garay, CHN (MCHD)
- Larry Turner (DCHS)
- Dr. Yuen Chan (MCHD)
- Athena Bettger, MD (MCHD)
- Dr. Todd Engstrom (MCHD)
- Jodi Davich (MCHD)
- Sue Sanzi-Schaedal (MCHD)
- Kim Tierney (MCHD)
- LaVonne Stark (MCHD)
- Samantha Kennedy, ACCESS City of Portland-ONI
- Jessica Amo, Community Advocate-Volunteers of America
- Christina Taylor, Juntos Aprendemos
- Commissioner Serena Cruz-Walsh, Multnomah County
- Stephanie Farquhar, Ph.D, Portland State University
- Senior Health Insurance Benefit Assistance (SHIBA) Project Volunteers
- Native American Rehabilitation Association of Northwest (NARA)
- Steve Suo, Reporter for the Oregonian
- Vivian Ashworth and MESD School Health Services Nurses
- Scott Brown, Counterpoint Outpatient Services
- Assisting League Dental Center at Creston Elementary School
- Donna Standing Rock, Cascade AIDS project
- NW Medical Team-Dental Van
- Kaiser Permanente Northwest Thrive Campaign

As you can see, these are some of the most dedicated and talented people and organizations in our community. Please come and join the celebration on April 6<sup>th</sup>, 2006, at 10:00 am at the County Commissioners' Meeting. The location is the Multnomah Building at 501 SE Hawthorne in the Board Room. ***Join us for FOOD and FUN!***

If you have any questions, please call Pam Hiller at (503) 988-6250 x25043.

Please **RSVP** for the celebration if you plan to attend by calling Jill Holden at (503) 9883663 x29091.



**BOGSTAD Deborah L**

4.06.06

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**From:** SHIRLEY Lillian M  
**Sent:** Monday, February 13, 2006 5:12 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Subject:** Call for Nominations for Public Health Heroes

Dear County Colleagues,

Attached are the forms and information you will need to nominate someone for our annual  
Public Health Hero Awards.

We look forward receiving your nominations and to your stories about the individuals who are  
heroes to you .

*Lillian Shirley, Director*  
Multnomah County Health Department  
426 SW Stark, 8th Floor  
Portland, OR 97204  
e-mail: [lillian.m.shirley@co.multnomah.or.us](mailto:lillian.m.shirley@co.multnomah.or.us)  
ph: 503.988.3674 x22686  
fax: 503.988.4117  
[www.mchealth.org](http://www.mchealth.org)

2/15/2006



**Health Department  
Office of the Director**

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**MULTNOMAH COUNTY OREGON**

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**426 SW Stark Street, 8<sup>th</sup> Floor  
Portland, Oregon 97204  
(503) 988-3674 phone  
(503) 988-3676 fax**

To our Health Department staff and community partners:

National Public Health Week is April 3-9, 2006. Multnomah County Health Department will hold its 6<sup>th</sup> Annual celebration of Public Health Week by honoring people who live or work in Multnomah County and who promote public health in their daily lives. This year we have seen individuals and groups protecting public health locally and internationally in remarkable ways.

**We invite you to nominate people or groups whom you know professionally or personally who are Heroes and Heroines of Public Health.**

By Public Health we mean *policies, practices and programs that promote the health and well being of individuals, families, neighborhoods, and communities*. Please consider nominating individuals or groups (including but not limited to community-based organizations, faith communities, educational institutions, civic groups, neighborhood associations, large corporations, and small businesses) who work with individuals, families, neighborhoods, communities or any combination. We are looking for individuals or groups who promote one or more of the many aspects of health and well-being, including mental, physical, spiritual, and social health (see examples of awardees on the following pages). There are many ways that individuals and groups make Multnomah County a healthier place to work and live. You can nominate individuals or groups in the following categories:

- |   |                                 |
|---|---------------------------------|
| * Community Person                                      | * Multnomah County Employee     |
| * Business/Corporation                                  | * Youth (under 19 years of age) |
| * Community Based Program<br>or Non-Profit Organization | * Public Health Leadership      |

Awards will be given for each category. The awardees will be recognized in an award ceremony on Thursday, April 6, 2006 (more details about this event to follow).

The nomination form is attached. Thank you for participating and celebrating with us.

Thank you,

**Lillian Shirley RN, MPH, MPA  
Health Department Director**



## *2005 Public Health Hero Awardees*

### *Josiah Hill Award for Community Member*

**Polly Rennie**, a tireless volunteer for St. Vincent de Paul Society and personal support for families in the Hispanic community.

**Nanette Ringering**, coordinator of the Portland Adventist Community Services Family Health Clinics who goes beyond the call of duty to assure personal and quality care for uninsured and low-income individuals.

### *Governor John Kitzhaber Public Health Leadership*

**Jean Rystrom**, pediatric service manager at Kaiser Permanente, is the driving force behind many local and national efforts to improve the health of children by reducing TV, video, and computer game time.

**Clara Padilla Andrews**, a dedicated advocate for disenfranchised Hispanic families, as well as founder of the SMG Foundation, Hacienda Community Development Corporation, and owner and publisher of El Hispanic News.

### *Multnomah County Employee*

**Mary Loos**, promotes excellence in the Health Department through 20 years of leadership, commitment to the community, and assuring departmental adherence to high quality standards.

**Paul Iarrobino**, an innovative leader who addresses the needs of elders and people with disabilities by initiating efforts such as the Gatekeeper program, the Elder Resource Alliance, and breakfast forums to coordinate care.

**DCHS Aging and Disability Multidisciplinary Team**, a group of employees who provide health services and open the door to other community services for home-bound, vulnerable elderly persons and persons with disabilities.

### *Business*

**Eco Tech**, founded by environmental activist, Don Francis, encourages decommissioning of oil tanks, and provides community education on the dangers of radon, mold, asbestos, and lead poisoning. Eco Tech supports other community organizations such as Mercy Corps, Sisters of the Road Café, and breast cancer research.

### *Community Based Organization*

**Community Energy Project** continues 25 years of lead poisoning prevention through community education, collaboration, public information campaigns, and individual follow-up with families affected by lead poisoning.

**Oregon Center for Environmental Health** works with health care facilities, local government, environmental organizations, and social justice communities to assure safe workplaces, remove toxic products from hospital environments, and advocate for the clean up of the Lower Willamette Superfund site.

### *Katie Jeans-Gail Award for Young Heroes*

**Club Drug Awareness Project**, high school students who promote health by raising community awareness about club drugs and drug use through the production of a short film and documentary in partnership with the Northwest Film Center.

## *Past Public Health Hero Awardees*

### *Josiah Hill Award for Community Member*

**Dr. Richard Gingrich**, a visionary with a commitment to providing medical care for the working poor, has been instrumental in the growth of Portland Adventist Community Services Family Health Care clinic.

**Miki Hunnicut**, a prevention instructor at Self Enhancement, Inc. works with middle and high school youth on issues related to life skills, sexual health, violence prevention, and leadership.

**Oanh Thao Doan**, advocate for Southeast Asian families

**"Jorge" Ignacio Alvarado**, a grassroots leader and activist at la Villa de Clara Vista

**Ron Mariani**, a volunteer for the American Heart Association and EMS Coordinator for Portland Fire and Rescue

**Sharon Giddings**, Tobacco Prevention Youth Advocacy Coordinator

**Ann Hinds**, HIV Program Manager for Outside In

### *Governor John Kitzhaber Public Health Leadership*

**Carlos Medina**, director of Oregon Development, Yakima Valley Farm Workers Clinic, is a tireless advocate for access to health care for vulnerable populations and migrant health issues.

**Kathy Hammock**, executive director of Wallace Medical Concern

**Charles Jordan**, former director of Portland Parks and Recreation.

**Senator Avel Gordly**, co-chair of the Oregon Governor's Racial and Ethnic Health Task Force

### *Multnomah County Employee*

**Karifa Koroma**, DCHS, Mental Health & Addiction Services

**Marcy Sugarman**, Medicaid Enrollment Unit

**Carol Cole**, community health nurse providing public health leadership and community advocacy for children, families, and communities

**Marcela Dixon, Marco Reyes, Sergiy Barsukov**, community health workers serving Latino and Russian/Ukrainian patients in primary care clinics

**Hilton Levias**, a founding member of Health Department's HIV Prevention Team

**Michael Sorensen**, community organizer and coordinator of Communities in Charge

**Peggy Lou Hillman**, Coordinator of Multnomah County Immunization Program

**Dr. Jonathan Jui**, Medical Director of Multnomah County Emergency Medical Services

**Christine Taylor**, founder of La Clinica de Buena Salud

### *Business*

**Bike Gallery**, a locally owned bike shop, promotes bicycling in partnership with Cycle Oregon, the Bicycle Transportation Alliance, and the Community Cycling Program.

**Rejuvenation**, a company that promotes health and wellness among its employees and maintains a strong commitment to sustainability.

**Providence Youth Academy**, a healthcare workforce development program

**CareOregon**, for its work in assuring the success of the Oregon Health Plan

**Walgreen's**, for its support of the Health Department's Saturday Immunization Clinics

### *Community Based Organization*

**Elders in Action** mobilizes community volunteers to provide invaluable advocacy, problem solving, support and health education for seniors throughout Multnomah County.

**Growing Gardens**, community based organization addressing hunger and access to organic and fresh fruits and vegetables among low income residents by installing gardens and training

**Portland Rose City Ward Tongan Community Hepatitis B Project**, a faith-based public health response to two tragic deaths from Hepatitis B

**Northwest Medical Teams Dental Program**, a volunteer-based mobile dental clinic program

**Children's Cancer Association**, several programs that serve families and children with cancer

**Family of One**, a coalition raising awareness of the need for organ and tissue donation in the African American community

**Recovery Association Project**, a project giving people in recovery the opportunity to speak out on substance abuse related issues

***Katie Jeans-Gail Award for Young Heroes***

**Las Hermanas**, is a health promotion and youth leadership program of the SMC Foundation.

**Cleveland High School Peer Helpers** provide positive role modeling and make sure their neighborhoods are better and safer places to live.

**Raelynn Smith**, Benson Health Occupations Student, Providence Health Academy student, and Health Department intern

**Katie Jambor**, community activist and advocate for sexual minority youth

**Thuy Tran, Lan Nguyen, and Diem Nguyen**, Benson High School Health Careers Program students and community health educators

**Javier Cruz**, fifth grader at Rigler Elementary

**Camelle Taylor**, Health Department Community Health Council Board Member

## **Public Health Heroes Award Ceremony/Agenda:**

Welcome and Proclamation (Chair Diane Linn) 5 minutes

- Introduce Lillian Shirley, Director of the Health Department

Welcome and brief information about Public Health Week (Lillian) 5 minutes

- Our focus this year along with APHA is "The Youth in Our Community"

Dinamica (Linda Hornbuckle) 10 minutes

Sociodrama (Introduced by Pam Hiller) 10minutes

Musical Section: HERO (By Kirk Green) 5minutes

Ask all those in the audience who were nominated for the Public Health Hero Award to stand so we can recognize them. (Lillian Shirley)

Awards Ceremony (Lillian Shirley and the County Commissioners) 30 minutes

- Community Person.(Josiah Hill Award):

### **Rhone Williams- Mallory Church of Christ-Treasurer**

Rhone Williams is the program coordinator for Mallory Christ of Christ -Monday Morning Breakfast. The Breakfast started in September 2003. It is a place that community members in need can come to find information and referrals for social services and health needs. With the help of the volunteers from Mallory COC, they serve breakfast and provide social service support for 20-40 people every Monday.

- Community Based Program or Non Profit Organization:

### **Asian Health and Service Center (AHSC)**

The Asian Health and Service Center serves the Asian community in the Tri-County Area. The AHSC provides services to anyone coming through their door that is in need. They provide Health Education to Mental Health to Social Events to increase community connections. They have a bicultural /bilingual staff. They provide many services with minimal resources. They have a very valuable volunteer group of providers that support the social and health services at the center.

- Business or Corporation:

### **Pacific Coast Restaurants (Matt Corbin will be accepting the Award)**

The Pacific Coast Restaurants have gone above and beyond what the Multnomah County Smoke-free Workplace ordinance requires by voluntarily adopting a company wide no smoking policy for

all restaurants and bar areas. Some of the restaurants that are under the Pacific Coast Corporation are Stanford's Restaurant and Bar, Newport Bay, and Portland City Grill. This took courage as a business to set and maintain this policy. This can only benefit the health of their customers and employees.

- **Multnomah County Employee:**

- Jan Poujade**

- Jan has been a Multnomah County employee for over 31 years. Her leadership is inspiring to both co-workers and the people she serves daily in the clinic. Jan exhibits a passion for identifying and preventing communicable disease clusters. She is a true nurse epidemiologist. Jan is described by one of her staff as having a "supreme passion for her job and a firm work ethic" and another expresses that "I appreciate having a boss who could roll up her sleeves and help out". Jan is always supportive of those who work for her. She is a wonderful example of dedication and compassion.

- **Public Health Leadership (John Kitzhaber Award):**

- Maria Michalczyk RN** (Maria's Supervisor will be accepting the award for Maria, Maria is in Turkey)

- Maria Michalczyk has been the driving force behind the efforts to develop and implement a quality educational Healthcare Interpreter Program at the Institute of Health Professionals. Maria promotes health and well-being through the process of educating and training health care interpreters also advocating for the use of interpreters in service delivery models and creating standards and certification within this profession in an effort to ensure quality healthcare for all patients.

- **Special Recognition Awards:**

- Amy Joslin** (Jim Delaney will accept the award for the family)

- In Loving Memory of all the work that Amy has done for Multnomah County and for her dedication to finding the innovative ways to solve those problems facing our communities. Amy served as the leader and driving force for Multnomah County's sustainability movement for the past decade and directed the county's efforts for an improved, healthier future for the community as a whole.

- Tricia Tillman**

- For the past 4 years, Tricia has been working on the Public Health Week events and Hero Awards. This is just a simple way to thank her for her dedication to supporting Community Health and well being all year long.

We will recognize the special role of youth in our community (Lillian Shirley)

- **Youth Public Health Hero Awards (Katie Jeans-Gail Award):**



### **The STARS Program Team Leaders**

The STARS Program Team Leaders promote the importance of making choices, setting limits to stay safe and ways to effectively deal with pressure from peers in middle school. The Teen Leaders are dedicated to making a difference within their own communities. They volunteer along with going to school and many also work part time jobs. Their work with the middle school students will have an effect that we will never be able to measure. They are our future leaders and we can be very proud of the example they are setting in their lives.

### **The Girls Leadership-Peace Campaign**

These young woman are taking back their lives and community. They are learning how to face problems in their homes, schools and community in a non- violent but assertive way. They are focusing on being role models for other youth in their community. They are involved in both community and church projects that promote cooperation instead of conflict. They took on violence as a public health issue facing their community.

### **Sarah Marie Benjamin and Tejara Brown, Members of the Multnomah County Community Health Council**

Sarah and Tejara are two young women who have been champions and supporters for the school based health care program. They completed a "photo voice" project with a team of youth to explore and document health issues in our community. They have shared their stories with policy makers and participated in the School-Based Health Care Network's Day in our State Capital. They are valuable members of the Multnomah County Community Health Council.

Closing and thank you to all those nominated and present that came to help us celebrate the great work that is done in Multnomah County.

Invitation to Stay and enjoy the Refreshments (Lillian Shirley) 5minutes

- Refreshments in the back conference room after the meeting is closed.
- Thank you to everyone who helped to make this event a success!
- There are certificates and flowers for all the other people nominated.
- Please stop by the back table and pick up your certificate before you leave.
- There will be a display of the "Public Health Hero" pictures, please be sure to sign the media release before you leave if you won one of the awards. When we are done with the display we will send you your picture.
- **Our Artist in Residence, H. Law will be taking your pictures.**

Musical Selection: "The Greatest Love of All" (By Kirk Green) 3 minutes

Return meeting back to the County Commissioners and Chair Linn.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 06-046**

Proclaiming April 3rd through April 9th, 2006 Public Health Awareness Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Board of Commissioners recognize the contributions of community members and health professionals who promote the health and well being of the citizens of Multnomah County. The contributions of these dedicated individuals help achieve ten essential services of public health in communities:
- Monitor health status to identify community health problems
  - Diagnose and investigate health problems and health hazards in the community
  - Inform, educate and empower people about health issues
  - Mobilize community partnerships to identify and solve health problems
  - Develop policies and plans that support individual and community health efforts
  - Enforce laws and regulations that protect health and ensure safety
  - Link people to needed personal health services and assure the provision of health care when otherwise unavailable
  - Assure a competent public health and personal health care workforce
  - Evaluate effectiveness, accessibility and quality of personal and population-based health services
  - Research for new insights and innovative solutions to health problems

**The Multnomah County Board of Commissioners Proclaims:**

The Week of April 3rd through April 9th, 2006 as Public Health Awareness Week in Multnomah County, Oregon, where working in partnership with diverse communities promotes Healthy People in Healthy Communities.

ADOPTED this 6th day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

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Diane M. Linn, County Chair

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Maria Rojo de Steffey,  
Commissioner District 1



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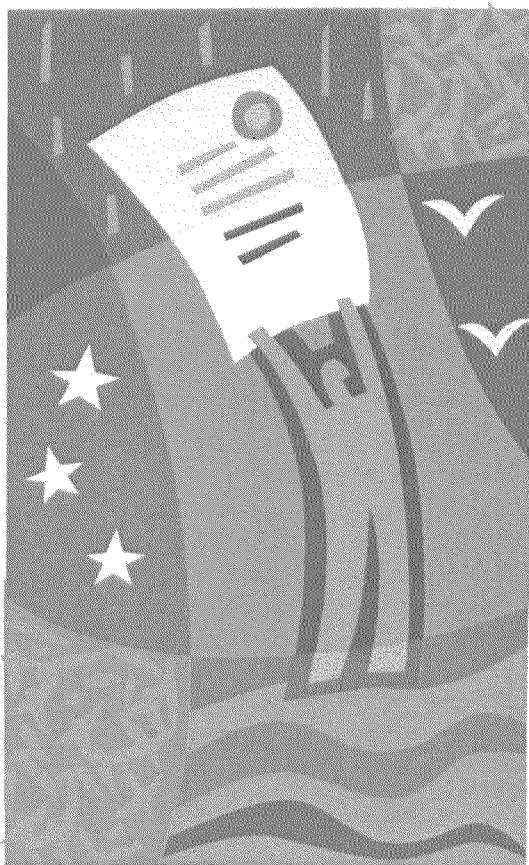
Lisa Naito,  
Commissioner District 3

---

Serena Cruz Walsh,  
Commissioner District 2

---

Lonnie Roberts,  
Commissioner District 4



**MULTNOMAH COUNTY HEALTH DEPARTMENT  
PUBLIC HEALTH HERO AWARDS**

April 6, 2006 10:00am to 12:00pm  
Multnomah County Commissioners Boardroom  
501 S.E. Hawthorne  
Portland, Oregon

*Welcome to the sixth annual Public Health Hero Award celebration. It is our privilege to acknowledge Public Health Heroes for their commitment and every day contribution to the health of those who live and work in Multnomah County.*

## 2006 Public Health Heroes

### *Josiah Hill Award*

Multnomah County lost a powerful and dedicated champion in the fight for social, racial, health, and environmental justice when Josiah Hill III passed away October 12, 2000. To honor his legacy, the Health Department has established the Josiah Hill Public Health Hero Award to be presented annually to outstanding community members.

Rhone Williams is the program coordinator for Mallory Church of Christ - Monday Morning Breakfast. The Breakfast started in September 2003. It is a place that community members in need can come to find information and referrals for social services and health needs. With the help of the volunteers from Mallory COC, they serve breakfast and provide social service support for 20-40 people every Monday.

### *Governor John Kitzhaber Award for Public Health Leadership*

Governor Kitzhaber leveraged his medical school education and political influence into significant policy solutions that have improved the public health environment for all members of our community in Multnomah County and the State of Oregon. To honor his legacy, the Health Department has established the Governor John A. Kitzhaber Public Health Leadership Award to be presented annually to outstanding policy leaders.

Maria Michalczyk, RN is from Portland Community College. Maria has been the driving force behind the efforts to develop and implement a quality educational Healthcare Interpreter Program at the Institute of Health Professionals. Maria promotes health and well-being through the process of educating and training health care interpreters. She also advocates for their use in service delivery models, and creates standards and certification within the profession helping to ensure quality healthcare for all patients.

### *Special Recognition Awards*

Amy Joslin's family is receiving this award in Loving Memory of all the work that she had done for Multnomah County and for her dedication to finding innovative ways to solve those problems facing our communities. Amy served as the leader and driving force for Multnomah County's sustainability movement for the past decade and directed the County's efforts for an improved, healthier future for the community as a whole.

Tricia Tillman is receiving this recognition for her work with the Public Health Week events and Hero Awards. This is our small way of thanking her.

### *Business*

Pacific Coast Restaurants have gone above and beyond what the Multnomah County Smoke-Free Workplace ordinance requires by voluntarily adopting a company wide no smoking policy for all its restaurants and bar areas. These restaurants include Stanford's, Newport Bay, and the Portland City Grill. This took courage as a business to set and maintain this policy. This can only benefit the health of their customers and employees.

## 2006 Public Health Heroes

### *Community Based Organization*

Asian Health and Service Center serves the Asian Community in the Tri-County area providing services to anyone coming through their door that is in need. The services range from providing Health Education to Mental Health to Social Events to help increase community connections. They work hard to recruit and support a bicultural/bilingual staff. They have a very valuable volunteer group of providers that support the social and health services at the center. They are well connected to the Asian media system which provides information to the larger community.

### *Multnomah County Employee*

Jan Poujade, RN, MS has been a Multnomah County employee for over 31 years. Her leadership is inspiring to both co-workers and the people she serves daily in the clinic. Jan exhibits a passion for identifying and preventing communicable disease clusters. She is a true nurse epidemiologist. Jan has been described by staff as having a 'supreme passion for her job and a firm work ethic.' Another said, 'I appreciate having a boss who could roll up her sleeves and help out.' She is a wonderful example of dedication and compassion.

### *Katharine Jeans-Gail Award for Young Heroes*

*Katharine Jeans-Gail lived a life driven by service to people in need. She worked with Mother Theresa in Calcutta, India and helped build a clinic in Morocco. Our community lost a young public health hero in December 2003. The Health Department has named this award the Katharine Jeans-Gail Award for Young Heroes to honor her life and acknowledge the way she inspired others to promote health in our community. This award will be presented annually*

STARS Program Teen Leaders promote the importance of making choices, setting limits to stay safe, and ways to effectively deal with pressure from peers in middle school. The Teen Leaders are dedicated to making a difference within their own communities. They volunteer along with going to school, and many also work part time. Their work with the middle school students will have an effect that we may never be able to fully measure. They are our future leaders. We can be very proud of the example they are setting with their lives.

Sarah Marie Benjamin and Téjara Brown are valuable members of the Multnomah County Community Health Council. Sarah and Téjara are two young women who have been champions and supporters for the School Based Health Care Program. They completed a 'Photo Voice' project with a team of youth to explore and document health issues in our community. They have shared their stories with policy makers and have participated in the SBHC Network's Day in our State Capital.

Girls Leadership/Peace Campaign is located at Grace and Truth Church. These young women are taking back their lives and their community. They are learning how to face problems in their homes, schools and community in a non-violent but assertive way. Focused on being role models for other youth, they are involved in both community and church projects that promote cooperation instead of conflict. They took on violence as a public health issue facing their community.

---

With great respect and gratitude for their contributions to the health of our community, we honor all the 2006 Public Health Hero Nominees

Jessica Amo	Dr. Todd Engstrom	Senior Health Insurance Benefit Assistance
Appointment & Information Call Center	Stephanie Farquhar, PhD	Commander Rosie Sizer
Vivian Ashworth and MESD School Health Services	David Frieman	Jim Spitzer
Assistant League Dental Center at Creston School	Shelley Garay	Donna Standing Rock
Athena Bettger, DMD	Kaiser Permanente NW Thrive Campaign	LaVonne Stark
Scott Brown	Samantha Kennedy	Vance Strong
Dawn Calder	Donna Louie	Steve Suo and the Oregonian
Dr. Yuen Chan	Jackie Mercer	Christine Taylor
Corrections Health Staff	Larrie Noble, RN	Dr. Eugene Taylor
Commissioner Serena Cruz- Walsh	NW Medical Team - Dental Van	Kim Tierney
Jodi Davich	Native American Rehabilitation Association of Northwest	Barbara Topar, RN
Dental Assisting Team - East County	Alejandra Sanchez	Larry Turner
Bob Earl	Sue Sanzi-Schaedel	Lila Wickham

§ § §

Special thanks to our Volunteers, Planning & Nominations Review Committees:

Celeste Carey - City of Portland, Terri Grayum, Sonja Hendrix, Pam Hiller, Liv Jenssen - DCJ, Horatio Law, John LI - CDC-DHS, Karolin Lennon, Richard Loudd - OHSU, Teresa Posner - DCHS, Jonathan Potkin, Teresa Rios, Sue Sanzi-Schaedel, Mary Jo Thomas - DCHS, Tricia Tillman, Leisa Vandehey, Noelle Wiggins, Susan Ziglinski, Linda Hornbuckle, Jill Holden, and Esther Leckie

We appreciate local businesses who generously gave donations  
in celebration of the 2006 Public Health Heroes:

Beaverton Bakery, Skate World, Jimmy Mak's Restaurant,  
Secret House Winery Blues Festival

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 06-046**

Proclaiming April 3rd through April 9th, 2006 Public Health Awareness Week in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Board of Commissioners recognize the contributions of community members and health professionals who promote the health and well being of the citizens of Multnomah County. The contributions of these dedicated individuals help achieve ten essential services of public health in communities:
- Monitor health status to identify community health problems
  - Diagnose and investigate health problems and health hazards in the community
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  - Mobilize community partnerships to identify and solve health problems
  - Develop policies and plans that support individual and community health efforts
  - Enforce laws and regulations that protect health and ensure safety
  - Link people to needed personal health services and assure the provision of health care when otherwise unavailable
  - Assure a competent public health and personal health care workforce
  - Evaluate effectiveness, accessibility and quality of personal and population-based health services
  - Research for new insights and innovative solutions to health problems


**The Multnomah County Board of Commissioners Proclaims:**


The Week of April 3rd through April 9th, 2006 as Public Health Awareness Week in Multnomah County, Oregon, where working in partnership with diverse communities promotes Healthy People in Healthy Communities.

ADOPTED this 6th day of April, 2006.


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

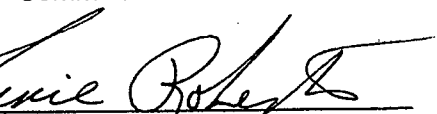
  
Diane M. Linn, County Chair

  
Maria Rojo de Steffey,  
Commissioner District 1

  
Lisa Naito,  
Commissioner District 3



  
Serena Cruz Walsh,  
Commissioner District 2

  
Lonnie Roberts,  
Commissioner District 4