

## ANNOTATED MINUTES

Monday, March 8, 1993 - 9:30 AM AND 1:30 PM  
Multnomah County Courthouse, Room 602

### BUDGET WORK SESSIONS

- WS-1 Board Discussion on the Budget Request of the Department of Library Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Ginnie Cooper and Dave Warren.

BUDGET AND REVENUE FORECAST DISCUSSION WITH DAVE WARREN. BOARD TO SUBMIT BUDGET RECOMMENDATIONS TO CHAIR BY MARCH 19, 1993. DISCUSSION AND RESPONSE TO BOARD QUESTIONS WITH DAVE WARREN, GINNIE COOPER, JEANNE GOODRICH AND JUNE MIKKELSEN. ORGANIZATIONAL CHARTS AND EVALUATION INFORMATION TO BE SUBMITTED TO BOARD BY APRIL 1, 1993. STAFF DIRECTED TO PURSUE SPECIFIC CONTRACT NEGOTIATIONS WITH CLACKAMAS COUNTY PRIOR TO MAY 1, 1993. DISCUSSION OF POLICY DIRECTION CONCERNING IMPLEMENTATION OF REFERENCE LINE FEE. TESTIMONY FROM FRIENDS OF LIBRARY BOARD MEMBER HILDY FORDISE AND FORMER LIBRARIAN MARY JOHNSON.

- WS-2 Board Discussion on the Budget Requests of Management Support Services and Non-Departmental, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Henry C. Miggins and Dave Warren.

DISCUSSION AND RESPONSE TO BOARD QUESTIONS WITH DAVE WARREN, ROBERT PHILLIPS, CHING HAY, PAUL SUNDERLIN, CURTIS SMITH, LILLIE WALKER, HANK MIGGINS, PENNY MALMQUIST, LARRY KRESSEL AND DAVE BOYER. MR. MIGGINS ADVISED THE HISPANIC SERVICES COORDINATOR WILL BE MOVED FROM THE CHAIR'S OFFICE TO COMMUNITY SERVICES. BOARD REQUESTED THAT DEPARTMENTS SPECIFY TRAVEL AND CONFERENCE ATTENDANCE AS CONTINUING EDUCATION/PROFESSIONAL TRAINING WITHIN BUDGET DOCUMENTS. BOARD DIRECTED STAFF TO DEVELOP AND SUBMIT GOALS AND OBJECTIVES FOR HISPANIC SERVICES COORDINATOR, PUBLIC INFORMATION OFFICER AND INTERGOVERNMENTAL RELATIONS OFFICER POSITIONS.

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Tuesday, March 9, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

### AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of March 11, 1993.
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Tuesday, March 9, 1993 - 10:30 AM AND 1:30 PM  
Multnomah County Courthouse, Room 602

**BUDGET WORK SESSIONS**

- WS-3 Board Discussion on the Budget Request of the Department of Community Corrections, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Tamara Holden and Dave Warren.

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH TAMARA HOLDEN AND DAVE WARREN.**

- WS-4 Board Discussion on the Budget Request of the Department of Health, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Billi Odegaard and Dave Warren.

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH BILLI ODEGAARD, TOM FRONK, DR. GARY OXMAN,  
CHIP LAZENBY, DWAYNE PRATHER, DAVE WARREN, JAN  
SINCLAIR, JEANNE GOULD AND MARY LOU HENNRICH.  
STAFF DIRECTED TO RESEARCH FEASIBILITY OF  
PROVIDING DRUG SCREENING SERVICES FOR OTHER  
COUNTY DEPARTMENTS; PROVIDE SPECIFIC  
INFORMATION REGARDING LEVEL OF CORRECTIONS  
HEALTH CARE AND ACCESSIBILITY TO THE  
INCARCERATED VERSUS HEALTH CARE TO THE INDIGENT  
POPULATIONS AND COMPARISONS OF CORRECTIONS  
HEALTH CARE WITH OTHER COUNTIES; PROVIDE  
DEFINITION OF ACCREDITATION; AND PROVIDE  
INFORMATION REGARDING THE COSTS PER VISIT TO  
SCHOOL BASE CLINICS.**

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Wednesday, March 10, 1993 - 9:30 AM AND 1:30 PM  
Multnomah County Courthouse, Room 602

**BUDGET WORK SESSIONS**

- WS-5 Board Discussion on the Budget Request of the District Attorney, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Michael Schrunck and Dave Warren.

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH MICHAEL SCHRUNK, DAVE WARREN AND KELLY  
BACON. DISTRICT ATTORNEY STAFF TO SHARE  
INFORMATION REGARDING INTERPRETERS WITH JAN  
SINCLAIR OF THE HEALTH DEPARTMENT. MR. SCHRUNK  
DISCUSSION AND RESPONSE TO COMMENTS AND  
QUESTIONS FROM CITIZEN BUDGET ADVISORY  
COMMITTEE MEMBER AL ARMSTRONG.**

- WS-6 Board Discussion on the Budget Request of the Sheriff's Office, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Sheriff Robert Skipper and Dave Warren.

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH LARRY AAB, GARY WALKER, DAVE WARREN AND  
LAURA HARRYMAN. STAFF DIRECTED TO PROVIDE WORK  
PLAN FOR MULTI-DISCIPLINARY TEAM.**

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Thursday, March 11, 1993 - 9:30 AM  
Multnomah County Courthouse, Room 602

**REGULAR MEETING**

Commissioner Sharron Kelley convened the meeting at 9:30 a.m., with Commissioners Tanya Collier and Dan Saltzman present and Chair Gladys McCoy and Vice-Chair Gary Hansen excused.

**CONSENT CALENDAR**

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY APPROVED.

**JUSTICE SERVICES**

**SHERIFF'S OFFICE**

- C-1 Liquor License Application Renewal Submitted by Sheriff's Office with Recommendation for Approval as Follows:  
Retail Malt Beverage for VELVET KEG, 12131 SE HOLGATE, PORTLAND.

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-2 Ratification of Addendum No. 5 to Intergovernmental Agreement, Contract #300209, Between Multnomah County and the City of Gresham, Providing Maintenance and Administration Services for Vance Park, for the Period Upon Approval through June 30, 1993
- C-3 ORDER in the Matter of Contract 15725 for the Sale of Certain Real Property to JAMES L. JENKINS and ALLEN R. JENKINS

ORDER 93-65.

- C-4 ORDER in the Matter of the Execution of Replacement Deed D90478 Upon Complete Performance of a Contract to JERRY D. DOBBINS and JANET L. DOBBINS

ORDER 93-66.

- C-5 ORDER in the Matter of the Execution of Replacement Deed D90480 Upon Complete Performance of a Contract to JERRY D. DOBBINS and JANET L. DOBBINS

ORDER 93-67.

- C-6 ORDER in the Matter of the Execution of Deed D930844 for Certain Tax Acquired Property to SUE WILSON

**ORDER 93-68.**

- C-7 ORDER in the Matter of the Execution of Deed D930850 for Certain Tax Acquired Property to RICHARD BUCKLEY

**ORDER 93-69.**

- C-8 ORDER in the Matter of the Execution of Deed D930851 for Certain Tax Acquired Property to PAT TWYMAN

**ORDER 93-70.**

- C-9 ORDER in the Matter of the Execution of Deed D930852 for Certain Tax Acquired Property to KEVIN SCHUYLER and SHEILA SCHUYLER, Husband and Wife

**ORDER 93-71.**

- C-10 ORDER in the Matter of the Execution of Deed D930854 for Certain Tax Acquired Property to ADRIAN A. ANDEREGG and BARBARA J. ANDEREGG, Husband and Wife

**ORDER 93-72.**

- C-11 ORDER in the Matter of the Execution of Deed D930858 for Certain Tax Acquired Property to RAJENDRA NATH and PRIYA D. NATH, Husband and Wife

**ORDER 93-73.**

**REGULAR AGENDA**

**DEPARTMENT OF HEALTH**

- R-1 Request for Approval of a NOTICE OF INTENT for the Primary Care Division to Subcontract with Kaiser Center for Health Research with a Grant from the NATIONAL HEART, LUNG AND BLOOD INSTITUTE

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, R-1 WAS UNANIMOUSLY APPROVED.**

**DEPARTMENT OF SOCIAL SERVICES**

- R-2 Ratification of Intergovernmental Agreement, Contract #104083, Between Multnomah County and AIM High School, Providing Alternative School Placements for At-Risk Students through the Student Retention Initiative Program, for the Period Upon Execution through June 30, 1993

**UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, R-2 WAS UNANIMOUSLY APPROVED.**

- R-3 Ratification of Intergovernmental Agreement, Contract #104093, Between Multnomah County and Portland State University, Regional Research Institute, Providing



Evaluation of the SAFAH Long-Term Case Management Program,  
for the Period Upon Execution through September 30, 1993

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED  
BY COMMISSIONER COLLIER, R-3 WAS UNANIMOUSLY  
APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as  
the Public Contract Review Board)

- R-4 ORDER in the Matter of Exempting from Public Bidding a  
Contract with Josten's Learning Corporation for the  
Purchase of "Josten's Learning Invest in the Future Adult  
Learning Program" Software and Support Services

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED  
BY COMMISSIONER COLLIER, ORDER 93-74 WAS  
UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene  
as the Board of County Commissioners)

NON-DEPARTMENTAL

- R-5 In the Matter of a Request for Exemption from the Vacant  
Position Deletion Policy for Certain Support Enforcement  
Positions in the District Attorney's Office

UPON MOTION OF COMMISSIONER COLLIER, SECONDED  
BY COMMISSIONER SALTZMAN, R-5 WAS UNANIMOUSLY  
APPROVED.

- R-6 RESOLUTION in the Matter of Creating a Subcommittee of the  
Board of County Commissioners on the Committee for  
Government Review

Vice-Chair Gary Hansen arrived at 9:38 a.m.

TESTIMONY FROM JOHN LEGRY, ARLENE COLLINS AND  
ROBERT SMITH. BOARD COMMENTS AND DISCUSSION.  
UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY  
COMMISSIONER COLLIER, R-6 WAS UNANIMOUSLY  
TABLED. COMMISSIONER KELLEY ADVISED SHE WILL  
BE MEETING WITH CITIZEN'S CONVENTION MEMBERS AT  
THE CITIZEN'S INVOLVEMENT OFFICE ON FRIDAY.

- R-7 Budget Modification NOND #24 Requesting Authorization to  
Allocate Funds within Commissioner District 1 Budget, to  
Purchase Computers and Supplies Necessary for Office  
Operations

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

- R-8 Budget Modification NOND #25 Requesting Authorization to Transfer Funds from Materials and Services to Equipment, within the Citizen's Involvement Budget, to Purchase a Computer

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

- R-9 First Reading of a Proposed ORDINANCE Amending Ordinance No. 733, in Order to Add and Delete Exempt Salary Ranges

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE FIRST READING. HEARING HELD, NO ONE WISHED TO TESTIFY. VOTE ON MOTION UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR 9:30 AM, THURSDAY, MARCH 18, 1993.

- R-10 Second Reading and Possible Adoption of a Proposed ORDINANCE Abolishing the Justice Coordinating Council, MCC 2.30.300(K),(L), Pursuant to Resolution 93-41

COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER COLLIER, APPROVAL OF R-10. PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO ONE WISHED TO TESTIFY. VOTE ON MOTION UNANIMOUSLY APPROVED. (ORDINANCE 754).

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-11 ORDER in the Matter of the Sale of Surplus County Land at the Multnomah County Farm in Section 26, Township 1 North, Range 3 East, W.M., City of Troutdale, Multnomah County, Oregon

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, ORDER 93-75 WAS UNANIMOUSLY APPROVED.

- R-12 RESOLUTION in the Matter of Adopting the Springwater Corridor Master Plan

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, RESOLUTION 93-76 WAS UNANIMOUSLY APPROVED.

- R-13 Ratification of Intergovernmental Agreement, Contract #301153, Between the City of Gresham and Multnomah County, Providing Maintenance of a Pedestrian Signal Located at SE 209th Avenue and Springwater Trail

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-13 WAS UNANIMOUSLY APPROVED.

- R-14 Ratification of Intergovernmental Agreement, Contract #301573, Between Multnomah County and the City of Gresham, Providing Vehicle Maintenance Services, for the Period July 1, 1993 through June 30, 1994

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-14 WAS UNANIMOUSLY APPROVED.

- R-15 Ratification of Intergovernmental Agreement, Contract #301653, Between the City of Gresham and Multnomah County, to Formalize a Co-Application for Part 2 of the National Pollutant Discharge Elimination System (NPDES) Permit within the Gresham Urban Services Boundary, for the Period Upon Execution through June 30, 1993

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, R-15 WAS UNANIMOUSLY APPROVED.

- R-16 Ratification of Intergovernmental Agreement, Contract #301663, Between the City of Portland and Multnomah County, to Formalize a Co-Application for Part 2 of the National Pollutant Discharge Elimination System (NPDES) Permit within the Portland Urban Services Boundary, for the Period Upon Execution through June 30, 1993

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, R-16 WAS UNANIMOUSLY APPROVED.

PUBLIC COMMENT

- R-17 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NORTH PORTLAND YOUTH SERVICE CENTER DIRECTOR DIANE FELDT TESTIFIED AND RESPONDED TO BOARD QUESTIONS IN SUPPORT OF CONTINUED COUNTY FUNDED SERVICES FOR YOUTH AND FAMILIES.

There being no further business, the meeting was adjourned at 10:04 a.m.

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON

BY Deborah C. Boister

Thursday, March 11, 1993 - 1:30 PM  
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-7 Board Discussion on the Budget Request of the Department of

*Environmental Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Betsy Williams and Dave Warren.*

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH BETSY WILLIAMS, WAYNE GEORGE, CRAIG  
CALKINS, JIM EMERSON AND SCOTT PEMBLE.**

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**Friday, March 12, 1993 - 9:30 AM AND 1:30 PM  
Multnomah County Courthouse, Room 602**

**BUDGET WORK SESSIONS**

- WS-8 Board Discussion on the Budget Request of the Department of Social Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Gary Nakao and Dave Warren.**

**DISCUSSION AND RESPONSE TO BOARD QUESTIONS  
WITH GARY NAKAO, DAVE WARREN, GARY SMITH, SUSAN  
CLARK, NORMA JAEGER AND JIM McCONNELL.**

- WS-9 Budget Presentation and Board Discussion as Needed.  
Presented by Dave Warren.**



<u>BOARD OF COUNTY COMMISSIONERS</u>			
GLADYS McCOY •	CHAIR •	248-3308	
DAN SALTZMAN •	DISTRICT 1 •	248-5220	
GARY HANSEN •	DISTRICT 2 •	248-5219	
TANYA COLLIER •	DISTRICT 3 •	248-5217	
SHARRON KELLEY •	DISTRICT 4 •	248-5213	
CLERK'S OFFICE •	248-3277 •	248-5222	

Monday, March 8, 1993 - 9:30 AM AND 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSIONS

- WS-1 Board Discussion on the Budget Request of the Department of Library Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Ginnie Cooper and Dave Warren. 9:30 AM STARTING TIME REQUESTED.
- WS-2 Board Discussion on the Budget Requests of Management Support Services and Non-Departmental, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Henry C. Miggins and Dave Warren. 1:30 PM STARTING TIME REQUESTED.
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Tuesday, March 9, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of March 11, 1993.
- 

Tuesday, March 9, 1993 - 10:30 AM AND 1:30 PM

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Wednesday, March 10, 1993 - 9:30 AM AND 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSIONS

- WS-5 Board Discussion on the Budget Request of the District Attorney, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Michael Schrunk and Dave Warren. 9:30 AM STARTING TIME REQUESTED.
- WS-6 Board Discussion on the Budget Request of the Sheriff's Office, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Sheriff Robert Skipper and Dave Warren. 1:30 PM STARTING TIME REQUESTED.

Thursday, March 11, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Application Renewal Submitted by Sheriff's Office with Recommendation for Approval as Follows:  
Retail Malt Beverage for VELVET KEG, 12131 SE HOLGATE, PORTLAND.

DEPARTMENT OF ENVIRONMENTAL SERVICES

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REGULAR AGENDA

DEPARTMENT OF HEALTH

- R-1 Request for Approval of a NOTICE OF INTENT for the Primary Care Division to Subcontract with Kaiser Center for Health Research with a Grant from the NATIONAL HEART, LUNG AND BLOOD INSTITUTE

DEPARTMENT OF SOCIAL SERVICES

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PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-4 ORDER in the Matter of Exempting from Public Bidding a Contract with Josten's Learning Corporation for the Purchase of "Josten's Learning Invest in the Future Adult Learning Program" Software and Support Services

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

- R-5 In the Matter of a Request for Exemption from the Vacant Position Deletion Policy for Certain Support Enforcement Positions in the District Attorney's Office
- R-6 RESOLUTION in the Matter of Creating a Subcommittee of the Board of County Commissioners on the Committee for Government Review
- R-7 Budget Modification NOND #24 Requesting Authorization to Allocate Funds within Commissioner District 1 Budget, to Purchase Computers and Supplies Necessary for Office Operations
- R-8 Budget Modification NOND #25 Requesting Authorization to Transfer Funds from Materials and Services to Equipment, within the Citizen's Involvement Budget, to Purchase a Computer
- R-9 First Reading and PUBLIC HEARING of a Proposed ORDINANCE Amending Ordinance No. 733, in Order to Add and Delete Exempt Salary Ranges
- R-10 Second Reading, PUBLIC HEARING and Possible Adoption of a



Proposed ORDINANCE Abolishing the Justice Coordinating Council, MCC 2.30.300(K),(L), Pursuant to Resolution 93-41

DEPARTMENT OF ENVIRONMENTAL SERVICES

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PUBLIC COMMENT

- R-17 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

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Thursday, March 11, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-7 Board Discussion on the Budget Request of the Department of Environmental Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Betsy Williams and Dave Warren. 1:30 PM STARTING TIME REQUESTED.
-

Friday, March 12, 1993 - 9:30 AM AND 1:30 PM

Multnomah County Courthouse, Room 602

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- WS-8 Board Discussion on the Budget Request of the Department of Social Services, Identify Issues to Be Resolved and Hear Answers to Follow-up Questions. Presented by Gary Nakao and Dave Warren. 9:30 AM STARTING TIME REQUESTED.
- WS-9 Budget Presentation and Board Discussion as Needed. Presented by Dave Warren. 1:30 PM STARTING TIME REQUESTED.



# GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204  
(503) 248-3308

## M E M O R A N D U M

TO: Vice Chair Gary Hansen  
Commissioner Dan Saltzman  
Commissioner Sharron Kelley  
Commissioner Tanya Collier  
Office of the Board Clerk

FROM: Gladys McCoy  
Multnomah County Chair *GM*

DATE: March 4, 1993

RE: March Schedule

For the next couple of weeks, I will be concentrating on preparing the Executive Budget. I will be working from my home. While I will not be present in the Board room, I will listen in from time to time over the telephone.

I understand you will be sending me your written comments and recommendations via Hank for my consideration as I prepare the Executive Budget. I appreciate and look forward to your input.

The after effects of my treatment are more than I anticipated, but I am regaining my strength and am looking forward to returning to the Board room. I appreciate you keeping me in your thoughts and prayers.

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -4 PM 3:30  
MULTNOMAH COUNTY  
OREGON

GM:mrj  
9963G

GARY HANSEN  
Multnomah County Commissioner  
District 2



1120 S.W. Fifth Avenue, Suite 1500  
Portland, Oregon 97204  
(503) 248-5219

MEMORANDUM  
March 4, 1993

TO: Chair  
Board of County Commissioners  
Office of the Clerk of the Board

FR: Gary Hansen

RE: POSSIBLE absence from Board Meetings

I will probably miss/or be late for the following Board meetings:

Monday, March 8

Thursday, March 11 (LATE)

RECEIVED  
CLERK OF  
COUNTY COMMISSIONERS  
1993 MAR -4 PM 4:11  
MULTNOMAH COUNTY  
OREGON

DATE SUBMITTED: February 25, 1993

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only\* \_\_\_\_\_  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Sergeant Kathy Ferrell

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

Attached is the Retail Malt Beverage license renewal application for the Velvet Keg located at 12131 SE Holgate, Portland, Oregon 97266. The Department of Assessment and Taxation indicates that there are no outstanding taxes, and the Sheriff's Office, therefore, recommends approval.

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

3/18/93 original to Sgt. Kathy Ferrell

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other \_\_\_\_\_

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

K. Ferrell

BUDGET / PERSONNEL \_\_\_\_\_ / \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, Etc.)

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

KF/jlz/1045-AINT

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 26 PM 3:22  
MULTNOMAH COUNTY  
OREGON

# LICENSE RENEWAL APPLICATION

DUPLICATE

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	I	2600	R00244A	

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES 12/31/92

FLECK, SANDRA  
NAKVASIL, CHARLES  
VELVET KEG  
12131 SE HOLGATE  
PORTLAND, OREGON 97266

\* Is there a designee(s) for Server Education? Yes ☒ No ☐  
\*\* Server Education designee \_\_\_\_\_ SS# \_\_\_\_\_

- Please list a daytime phone number in case we need more information: 256-9712
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).  
YES ☒ NO ☐ IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): \_\_\_\_\_  

OFFENSE	DATE	CITY/STATE	RESULT
DWS	7/92	Seaside Ore	350.00 fine
- Will anyone share in the profits who is not a licensee? YES ☐ NO ☒  
If yes, please give name(s) and explain: \_\_\_\_\_
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?  
YES ☐ NO ☒ IF YES, EXPLAIN: \_\_\_\_\_

## RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC".

LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12/13/92 indicated by a legible postmark, there is no late charge. From 12/13/92 to 12/31/92 you will have to pay a late fee of \$50.00. After 12/31/92 late fee is \$80.00. (all fees have been paid to the Commission)

## ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED ☒ REFUSED ☐  
DATE OF ENDORSEMENT: March 11, 1993

SIGNED: Sharron Kelley TITLE OF SIGNER: Multnomah County Commissioner  
Sharron Kelley

## SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>SANDRA J. FLECK</u>	PRINT YOUR NAME	PRINT YOUR NAME	PRINT YOUR NAME
<u>Sandra J. Fleck 2-22-93</u>	SIGNATURE	SIGNATURE	SIGNATURE
<u>542-48-0700 4-18-93</u>	DATE	DATE	DATE
SOCIAL SECURITY NUMBER	D.O.B.	SOCIAL SECURITY NUMBER	D.O.B.

\*\*NOTICE\*\* All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

Meeting Date MAR 11 1993

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Vance Park - Intergovernmental Agreement

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Parks Services

CONTACT Charles Ciecko TELEPHONE 248-5050

PERSON(S) MAKING PRESENTATION Charles Ciecko or Julie Weatherby

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Addendum #5 extends for an additional year the previous intergovernmental agreement whereby City of Gresham Parks Department will continue to maintain/administer Vance Park. Multnomah County Parks Division will transfer \$7,000 to City of Gresham to cover approximately 50% of total costs.

These funds are allocated in the FY 92/93 Budget. This is a retroactive agreement which runs from July 1, 1992 to June 30, 1993.

*3/18/93 originals to Cathy Kramer*

(If space is inadequate, please use other side.)

SIGNATURES:

ELECTED OFFICIAL cc /

Or

DEPARTMENT MANAGER B H Williams

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR - 4 PM 4: 35  
MULTNOMAH COUNTY  
OREGON

(All accompanying documents must have required signatures)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
PARKS SERVICES DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

TO: Gladys McCoy, County Chair  
FROM: Julie Weatherby, Parks Planner *ju*  
DATE: February 23, 1993  
SUBJECT: Retroactive Approval - VANCE PARK Agreement

This is a retroactive action for our Intergovernmental Agreement with the City of Gresham to jointly maintain/administer Vance Park. Services have been ongoing and this agreement runs from July 1, 1992, to June 30, 1993.

Please accept our apologies for the tardiness of this renewal. Due to an inadequate record keeping system and work load requirements, this contract renewal was not handled in a timely manner. Steps are being taken to prevent Parks contracts from expiring before renewals are approved.

Let me know if you have any questions.

JW:cmk

4090p



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300209Amendment # 5

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>3/11/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	---

Department Environmental Services Division Park Services Date February 24, 1993Contract Originator Charles Ciecko Phone 248-5050 Bldg/Room #425/YeonAdministrative Contact Julie Weatherby Phone 248-5050 Bldg/Room #425/YeonDescription of Contract Addendum No. 5 extends this Intergovernmental Agreement for one year whereby the city of Gresham Parks Department will maintain/administer Vance Park.Multnomah County Park Services Division will transfer \$7,000.00 to the city of Gresham to cover approximately 50% of the total cost.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of GreshamMailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030Phone 661-3000

Employer ID # or SS # \_\_\_\_\_

Effective Date upon approval

Termination Date \_\_\_\_\_

Original Contract Amount \$ 10,000.00Amount of Amendment \$ 7,000.00Total Amount of Agreement \$ 54,000.00Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☒ Lump Sum \$ 7,000.00 ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES**Department Manager BH WilliamPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair/Sheriff Sharron KelleyContract Administration  
(Class I, Class II contracts only) \_\_\_\_\_Encumber: Yes ☐ No ☐Date 3/1/93

Date \_\_\_\_\_

Date 3/4/93Date March 11, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	330	030	5310			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY  
AND THE CITY OF GRESHAM FOR VANCE PARK SERVICES

THIS AGREEMENT is entered into under the authority of Chapter 190 of Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (CITY), and the COUNTY OF MULTNOMAH, a home rule political subdivision of the State of Oregon, (COUNTY). The purpose of this Agreement is to assure continued recreational use of Vance Park.

WHEREAS, Multnomah County possesses a 20 acre developed neighborhood park at SE 182nd Avenue and SE Mill Street known as Vance Park No. 58; and

WHEREAS, the Park property was purchased by County Road Fund monies for its underlying gravel resources; and County shall retain fee simple ownership of the quarry property; and

WHEREAS, the City urban services area policy in Section 10.410 of the City Community Development Plan requires the City to provide urban level services to newly annexed areas, where feasible; providing park maintenance services to recently annexed Vance Park is one such service; and

WHEREAS, the County has adopted Resolution A which states in part that the County will reduce its level of delivery of municipal services, including neighborhood parks services in unincorporated urban areas; and

WHEREAS, ORS 190.010 et seq. provide for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties; and

WHEREAS, while Vance Park remains in recreational use, the County desires that the City undertake Park maintenance and administrative responsibilities, to include seasonal scheduling of soccer and softball fields; and

WHEREAS, the parties have determined that approximately \$17,542 is needed to provide minimum levels of maintenance of Vance Park and \$580 is needed to administer soccer and softball fields from the date of approval through June 30, 1988;

WHEREAS, County and City will determine through the Vance Park/Vance Quarry Master Plan study where existing Vance Park recreation facilities will be located;

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

I. County agrees to transfer to the City \$10,000 for park maintenance and administrative services for a period of one year, to commence upon transfer of funds between the parties.

II. City agrees to appropriate \$8,122 for the maintenance and administration of Vance Park upon commencement of this agreement through to and including June 30, 1988.

III. The City shall provide park maintenance and administration functions for Vance Park with agreement between County and City as to a maintenance program and costs as set forth in Addendum.

IV. If County fails to transfer park maintenance funds to the City for Vance Park services, the City shall have no obligations to maintain and administer Vance Park.

V. The City shall make no new improvements other than those identified in Addendum 1, or remove any existing improvements without prior written approval of the County Park Superintendent.

VI. The City shall provide new park identification signs that list the County and the City as responsible for the park facility with prior review and approval by County Park Superintendent.

VII. All existing equipment, utility systems, appurtenances and natural resources at Vance Park shall remain the property of County.

VIII. Subject to the limits of the Oregon Tort Claims Act, each party to this agreement shall be responsible for the action of its own employees or agents for all claims arising out of the use or maintenance of Vance Park.


IX. This Agreement shall become effective upon date of approval by both parties.

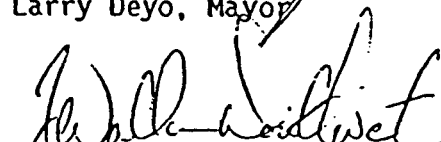
X. This Agreement may be renewed annually upon mutual approval in writing by City and County.

HEREBY AGREED:

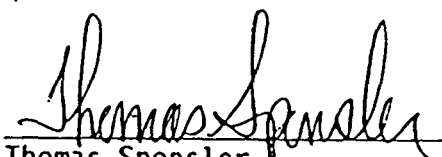
Dated July 19, , 1988

CITY OF GRESHAM

By   
Larry Deyo, Mayor

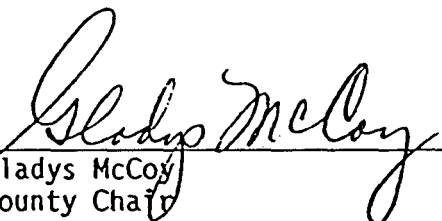
By   
F. Wallace Douthwaite  
City Manager

Approved as to form:


  
Thomas Sponsler  
City Attorney

Dated \_\_\_\_\_, 1988

COUNTY OF MULTNOMAH

By   
Gladys McCoy  
County Chair

Approved as to form:

  
Laurence Kressel  
County Counsel

I certify this to be a true copy of the original signed document. Dated this  
25<sup>th</sup> day of August, 1988.

  
Notary Public for Said State

My Commission expires 6-5-89

## ADDENDUM NO. 5

Agreement dated August 25, 1988, between Multnomah County, a home rule subdivision of the state of Oregon, hereinafter referred to as "County," and the city of Gresham, a municipal corporation, hereinafter referred to as "City," for:

The purpose of amending the Intergovernmental Agreement to extend for one year the authorization of the City to maintain and administer Vance Park, and the appropriation of City and County funds to perform the maintenance and administration of Vance Park. (See Exhibit A.)

Item No. 1 is amended as follows:

1. County agrees to transfer to the City Seven Thousand Dollars (\$7,000.00) of Fiscal Year 1992-93 funds for park maintenance and administration services; such services shall commence upon transfer of funds between the parties.

Item No. 2 is amended as follows:

2. City agrees to appropriate for the maintenance and administration of Vance Park upon commencement of the Agreement through and including June 30, 1993.

Dated: \_\_\_\_\_, 1993

Dated: March 11, 1993, 1993

CITY OF GRESHAM

COUNTY OF MULTNOMAH

By \_\_\_\_\_  
Gussie M. McRobert, Mayor

By Sharron Kelley  
Gladys McCoy, County Chair  
(Sharron Kelley, Commissioner)

By \_\_\_\_\_  
Mike Casey, City Manager

REVIEWED:

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Thomas Sponsler  
City Attorney

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

4090p

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 3/11/93  
Deb. Rogstad  
BOARD CLERK

## VANCE PARK MAINTENANCE COSTS

### City of Gresham Operations Division FY 92-93

ACTIVITY	LABOR	EQUIPMENT	MATERIAL	TOTAL
Mowing	\$1,040	\$1,755	\$ 75	\$2,870
Mech/Chem Edging	140	130	40	310
Fertilization	35	35	200	270
Selecting Weed Spraying	70	65	155	290
Safety Inspections/ Garbage	900	130	400	1,430
Tennis Court Repairs	140	50	250	440
Tree Hazard Mitigation	310	150	50	510
Pathway Sweeping	140	215		355
Painting/Staining	<u>415</u>	<u>55</u>	<u>55</u>	<u>525</u>
	\$3,190	\$2,585	\$1,225	<u>\$7,000</u>

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-3

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owners.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of contract between Multnomah County and James L. Jenkins & Allen R. Jenkins, former owners, for repurchase of property located at 4801 SE 174th St.

Contract 15725, Board Orders and supporting documentation attached.

3/18/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) Matthew E. Ryan 3/1/93

OTHER: Facilities & Property Management R. Pherst

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR - 1 PM 4:16  
MULTNOMAH COUNTY  
OREGON

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by 12-16-92

James L. Jenkins

Name(s)

4801 S.E. 174<sup>th</sup> St. Portland, OR 97236

Address of Property you wish to repurchase

Section 18 1S 3E TL 44 1.50 acres 99318-0440

Legal description

Tax Account Number

Same as above

Address of primary residence

(503) 661-5191

Home Telephone Number

None

Primary business address

None

Business telephone number

417470

Oregon Driver License Number

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

3850 S.E. Ox Bow Park way Gresham, OR 97230

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

                      
YES

✓  
NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

                      
YES

✓  
NO

If so, provide details on a separate page.



APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by 12-16-92

Attach to this application all documents which you believe prove your present ability to pay ten percent(10%) of the purchase price and monthly payments of \$ 799.61 for a period of 180 months.

18653

Also attach copies of your current water and utility bills.

Have Well

"I declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

James L Jenkins

Your Signature

12-2-92

Date

STATE OF OREGON )

COUNTY OF MULTNOMAH )

On this 2nd day of December 1992, before me, a Notary Public in

and for said county and state personally appeared the above named James L Jenkins

who has proven his identity by an Ore Drivers Lisc No. 41470

who acknowledged the foregoing application to be His voluntary act and deed.

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



Leslie A Ragan

Notary Public for Oregon

My commission expires 02-26-96

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202  
If you have any questions, please call Beverly or Gwen at 248-3590.



Portland General Electric

YOUR ACCOUNT NUMBER

5-1301-2720-0 4

125130127200400001930000003862503

\*\*CR56

JIM L JENKINS  
4801 SE 174 AV  
PORTLAND OR 97236-1601

Portland General Electric

P.O. BOX 4403

PORTLAND, OREGON 97254-0003

DUE DATE FOR CURRENT BILL

12/08/92

PLEASE PAY THIS AMOUNT

386.25

1

PLEASE RETURN THIS STUB IF PAYING BY MAIL. BRING ENTIRE BILL IF PAYING IN PERSON.



recycled paper



When making inquiries contact  
our office at:

PLEASE FOLD BEFORE TEARING STUB

YOUR ACCOUNT NUMBER

1301-2720-0 4

224-4322

JIM L JENKINS

4801 SE 174 AV



Department of  
Veterans Affairs

1220 SW 3D AVE  
PORTLAND OR 97204

NOVEMBER 25, 1992

IN REPLY REFER TO:

JAMES L JENKINS  
4801 SE 174TH  
PORTLAND OR 97236

FILE NUMBER:  
C-19 625 462  
J L JENKI

YOUR AWARD OF IMPROVED PENSION HAS BEEN AMENDED TO PROVIDE FOR  
PAYMENT AS FOLLOWS:

MONTHLY RATE	EFFECTIVE DATE
\$939.00	12-01-92
\$831.00	07-01-94

THIS ADJUSTMENT WILL BE REFLECTED IN YOUR FIRST CHECK DUE  
AFTER JANUARY 1, 1993. IT IS BASED ON THE COST OF LIVING  
ADJUSTMENT EFFECTIVE DECEMBER 1, 1992 AND OUR DETERMINATION  
THAT YOUR NET COUNTABLE INCOME IS \$0.

IF THE INCOME INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE  
FURNISH AN ACCURATE STATEMENT OF YOUR INCOME FROM ALL SOURCES.  
IF, AT A LATER DATE, THERE IS ANY CHANGE IN THE NUMBER OF YOUR  
DEPENDENTS OR CHANGE IN INCOME OTHER THAN THE DECEMBER 1  
SOCIAL SECURITY INCREASE (RECEIVED IN THE JANUARY 3 PAYMENT),  
YOU SHOULD NOTIFY US IMMEDIATELY. IF YOU ARE NOT PRESENTLY  
RECEIVING SOCIAL SECURITY BUT BEGIN RECEIVING THIS BENEFIT AT  
A LATER DATE, YOU SHOULD INFORM US IMMEDIATELY. ALSO NOTIFY  
US OF ANY CHANGE OF ADDRESS OR IF YOU GO ON ACTIVE DUTY IN  
THE MILITARY.

J. J. FITTERER  
ADJUDICATION OFFICER

IMPORTANT - SEE REVERSE FOR PROCEDURAL AND APPELLATE RIGHTS  
KEEP THIS LETTER FOR FUTURE REFERENCE

ENTERED

APR 03 1991

REGISTERED BY CS

In the Probate Court of the County of Multnomah, Oregon

Estate No. 9104-90626

Alva Rodney Jenkins

Deceased.

AFFIDAVIT OF CLAIMING SUCCESSOR  
TESTATE ESTATE

COPY

STATE OF OREGON, County of Multnomah ) ss.

I, James L. Jenkins, being first duly sworn, depose and say that: I am a devisee of the above named decedent and a "claiming successor" to a portion of said decedent's estate as set forth below. This affidavit is made pursuant to Oregon Revised Statutes, Section 114.505 to 114.560.

(1) Name of Decedent Alva Rodney Jenkins Age 83 Soc. Sec. No. 542-01-9796  
Domicile/Post Office Address 4801 S.E. 174th St., Portland, Oregon 97236

(2) Decedent died September 8, 1987, at Portland, Oregon;  
a certified copy of decedent's death certificate is attached hereto;

(3) A description of all of decedent's property, including the fair market value of the real property and the fair market value of the personal property, is:

Real Property Legal Description (Including County)

4801 S.E. 174th St., Portland, Oregon 97236

Fair Market Value

\$58,000

Section 18 1S 3E

Building Value: \$25,500

Title #44 1.50 Acres

Land Value : \$32,500

Personal Property Description

1972 Ford Pick-up

Fair Market Value

\$3,000

Household Goods

\$1,500

(4) No application or petition for the appointment of a personal representative has been granted in Oregon;

(5) The decedent died testate; decedent's will is attached to this affidavit;

(6) Decedent's heirs and the last address of each as known to affiant are:

Name

Last Known Address

James L. Jenkins

4801 S.E. 174th St., Portland, Or.

Allen R. Jenkins c/o S. Whitney, 117 S.W. Taylor St., Portland, Or.

97204

A copy of this affidavit showing the date of filing and a copy of decedent's will will be delivered to each heir or mailed to each heir at the heir's last known address stated above;

(7) Decedent's devisees and the last address of each as known to affiant are:

Name

Last Known Address

James L. Jenkins

4801 S.E. 174th St., Portland, Or. 97236

Allen R. Jenkins c/o S. Whitney, 117 S.W. Taylor St., Portland, Or.

97204

A copy of the will and a copy of the affidavit showing the date of filing will be delivered to each devisee or mailed to the devisee at the devisee's last known address;

(8) The interest in decedent's property described in this affidavit to which each devisee is entitled is:

Name	Interest
James L. Jenkins	50%
Allen R. Jenkins	50%

(9) Reasonable efforts have been made to ascertain creditors of the estate. The expenses of and claims against the estate remaining unpaid or on account of which the affiant or any other person is entitled to reimbursement from the estate, including the known or estimated amounts thereof and the names and addresses of the creditors, as known to the affiant are:

Name of Creditor	Address	Nature of Expense/Claim	Known or Estimated Amount
Multnomah Co. Tax Collector		Property Tax	\$10,000

A copy of the affidavit showing the date of filing will be delivered to each creditor who has not been paid in full or mailed to the creditor at the last known address.

(10) The name and address of each person known to the affiant to assert a claim against the estate which the affiant disputes and the last known or estimated amount thereof:

Name	Address	Known or Estimated Amount
None		

A copy of the affidavit showing the date of filing will be delivered to each of the above or mailed to each person at each person's last known address.

(11) A copy of the affidavit showing the date of filing will be mailed or delivered to the Adult and Family Services Division, Estate Administration Section and to the Department of Revenue, Salem, Oregon.

(12) Claims against the estate not listed herein or in amounts larger than those listed herein may be barred unless:

(a) A claim is presented to the affiant within four months of the filing of this affidavit at the following address:

4801 S.E. 174th St., Portland, Oregon 97236; or

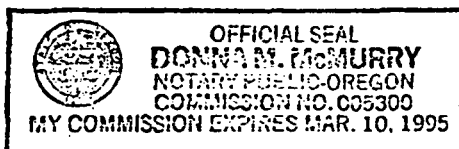
(b) A personal representative of the estate is appointed within the time allowed under ORS 114.555;

(13) If there is listed one or more claims which the affiant disputes [See (10)], such claim(s) may be barred unless:

(a) A petition for summary determination is filed within four months of the filing of this affidavit; or

(b) A personal representative of the estate is appointed within the time allowed under ORS 114.555;

(14) A copy of this affidavit showing the date of filing or an abstract meeting the requirements of ORS 113.165(2), will be mailed or delivered with the required recording fee to the county clerk in each county where said decedent's real property, if any, is located.



JAMES L. JENKINS

Subscribed and sworn to before me on

4-3

1991

Donna M. McMurry

Notary Public for Oregon. My commission expires

3-10-95

EXCERPT FROM ORS 114.515: "If the estate consists of personal property having a fair market value of \$25,000 or less, or real property having a fair market value of \$60,000 or less, or a combination of personal property having a fair market value of \$25,000 or less, and real property having a fair market value of \$60,000 or less, not less than 30 days after the death of the decedent, one or more of the claiming successors may file an affidavit with the clerk of the probate court in any county where there is venue for a proceeding seeking the appointment of a personal representative for the estate. The affidavit shall contain the information required by ORS 114.525 \*\*\*."

9104-90626

# In the Name of God -- Amen

KNOW ALL MEN, That I ALVA RODNEY JENKINS

of 4801 S. E. 174th, Avenue, Portland,

in the State of OREGON, of the age of 65 years, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament in manner and form following, to-wit:

FIRST, It is my will, and I do order, that all my just debts and funeral expenses be duly paid and satisfied as soon as conveniently can be done after my decease.

SECOND, I give, devise and bequeath unto my wife, HELEN LUCILLE (MELL) JENKINS all my worldly goods, personal and real, and any other personal and real property I may acquire.

THIRD, In the event my wife predeceases me in death I do hereby give, devise and bequeath unto my two sons, ALLEN RODNEY JENKINS and JAMES LEWIS JENKINS, all my worldly goods, personal and real, and any other personal and real property I may acquire, each to share equally.



# In the Name of God -- Amen

KNOW ALL MEN, That I HELEN LUCILLE (MELL) JENKINS

of 4801 S. E. 174th. Avenue, Portland,

in the State of OREGON, of the age of 60 years, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament in manner and form following, to-wit:

*FIRST, It is my will, and I do order, that all my just debts and funeral expenses be duly paid and satisfied as soon as conveniently can be done after my decease.*

*SECOND, I give, devise and bequeath unto my husband, ALVA RODNEY JENKINS all my worldly goods, personal and real, and any other personal and real property I may acquire.*

*A.L.J.*

*THIRD, In the event my husband precedes me in death I do hereby give, devise and bequeath unto my two sons, ALLEN RODNEY JENKINS and JAMES LEWIS JENKINS, all my worldly goods, personal and real, and any other personal and real property I may acquire, each to share equally.*

*A.L.J.*

AND LASTLY, I nominate, constitute and appoint ALVA RODNEY JENKINS, my husband

to be the execut OR of this, my Last Will, and to perform without Bond.

In the event of my husband, ALVA RODNEY JENKINS' demise prior to my death I nominate, constitute and appoint my two sons ALLEN RODNEY JENKINS and JAMES LEWIS JENKINS to be my executors. hereby revoking all other Wills, Legacies and Bequests by me heretofore made and declaring this, and no other, to be my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this Twentieth day of DECEMBER in the year of our Lord One Thousand Nine Hundred and SIXTY NINE A.D.

Helen Lucille Mell Jenkins (SEAL)

The above instrument was at the date thereof signed, sealed, published and declared, by the said HELEN LUCILLE (MELL) JENKINS as and for

her Last Will and Testament, in the presence of us, who, at her request and in the presence, and in the presence of each other, have subscribed our names as witnesses thereto.

Charles M. Mell

Residing at 115 N. E. 136th. Avenue, Portland, Oregon 97230

Charles E. Mell

Residing at 115 N. E. 136th. Avenue, Portland, Oregon 97230

Sarah C. Adams

\*Residing at 105 N. E. 136th. Avenue, Portland, Oregon 97230

(\*Some states require 3 witnesses, so 3 suggested.)

Last Will and Testament of HELEN LUCILLE (MELL) JENKINS

(FORM No. 26)

Dated DECEMBER 20, 1969

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.



# CERTIFICATION OF VITAL RECORD

## OREGON HEALTH DIVISION CENTER FOR HEALTH STATISTICS

35782  
ID TAG NO.  
**05095**  
Local File Number

STATE OF OREGON  
OREGON STATE HEALTH DIVISION  
DEPARTMENT OF HUMAN SERVICES  
Vital Records Unit  
**CERTIFICATE OF DEATH**

87-016535

State File Number

DECEASED - NAME First Middle Last <b>Alva Rodney JENKINS</b>				DATE OF DEATH (month, day, year) <b>2 September 8, 1987</b>	
1 RACE White, Black, American Indian, etc (specify) <b>White</b>		2 SEX <b>Male</b>		3 AGE - Last birthday (years) <b>83</b>	
4 CITY, TOWN OR LOCATION OF DEATH <b>Portland</b>		5 HOSPITAL OR OTHER INSTITUTION - NAME (if not in either, give street and number) <b>4801 S.E. 174th</b>		6 DATE OF BIRTH (month, day, year) <b>August 17, 1904</b>	
7a STATE OF BIRTH (if not in U.S.A. name country) <b>Minnesota</b>		7b CITIZEN OF WHAT COUNTRY <b>United States</b>		7c MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify) <b>Widowed</b>	
8 SOCIAL SECURITY NUMBER <b>542-01-9796A</b>		9 USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) <b>Farmer</b>		10 SPOUSE (if married, widowed) <b>Helen</b>	
11 RESIDENCE - STATE <b>Oregon</b>		12 COUNTY <b>Multnomah</b>		13 CITY, TOWN OR LOCATION <b>Portland</b>	
14 STREET AND NUMBER OR R.F.D. <b>4801 S.E. 174th</b>		15 ZIP <b>97236</b>		16 INSIDE CITY LIMITS (specify yes or no) <b>No</b>	
17 FATHER - NAME first middle last <b>Eugene Lewis Jenkins</b>		18 MOTHER - first middle last (Maiden Name) <b>Carrie Elizabeth McCarty</b>		19 INFORMANT - NAME and relationship to deceased <b>Jim Jenkins - Son</b>	
20a BURIAL, CREMATION, REMOVAL, MAUS. (specify) <b>Burial</b>		20b CEMETERY OR CREMATORY - NAME <b>Skyline Memorial Gardens</b>		20c LOCATION City or town State <b>Portland, Oregon</b>	
21a FUNERAL SERVICE LICENSEE or person acting as such (Signature) <i>[Signature]</i>		21b NAME AND ADDRESS OF FACILITY <b>Carroll Funeral Home Gresham, Oregon 97030</b>		21c DATE SIGNED (Mo, Day, Year) <b>9-10-87</b>	
22a NAME TITLE AND ADDRESS OF CERTIFIER (Type or Print) <b>Dr. Avalo Caldwell MD</b>		22b ZIP <b>97215</b>		22c HOUR OF DEATH <b>11:45 A.M.</b>	
23a DATE RECEIVED BY REGISTRAR (Mo, Day, Year) <b>SEP 14 1987</b>		23b REGISTRAR <i>[Signature]</i>		23c PART I	
24a IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) <b>Acute Myocardial Infarction &amp; Congestive heart failure</b>		24b DUE TO OR AS A CONSEQUENCE OF <b>Coronary artery atherosclerosis</b>		24c INTERVAL BETWEEN ONSET AND DEATH	
25a OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) <b>None</b>		25b AUTOPSY (Specify Yes or No) <b>No</b>		25c WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No) <b>yes</b>	
26a ACCIDENT (Specify Yes or No) <b>No</b>		26b DATE OF INJURY (Mo, Day, Year) <b>None</b>		26c HOUR OF INJURY <b>None</b>	
26d INJURY AT WORK (Specify Yes or No) <b>No</b>		26e PLACE OF INJURY - At home office building, etc (Specify) <b>None</b>		26f DESCRIBE HOW INJURY OCCURRED <b>None</b>	
26g DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <b>NO</b>		26h WAS GIFT MADE? <b>NO</b>		26i RESERVED FOR REGISTRAR'S USE	

ORIGINAL - VITAL STATISTICS COPY

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON STATE HEALTH DIVISION.

DATE ISSUED **FEB 12 1991**

EDWARD J. JOHNSON II  
STATE REGISTRAR

45-2 Rev. 6-86

# CERTIFICATION OF VITAL RECORD

## OREGON STATE HEALTH DIVISION CENTER FOR HEALTH STATISTICS

STATE OF OREGON  
OREGON STATE HEALTH DIVISION  
DEPARTMENT OF HUMAN RESOURCES  
Vital Records Unit

85-006484

1828

### CERTIFICATE OF DEATH

TYPE  
OR PRINT  
IN  
PERMANENT  
BLACK  
INK  
FOR  
INSTRUCTIONS  
SEE  
HANDBOOK  
36

#### DECEDENT

IF DEATH  
OCCURRED IN  
INSTITUTION  
SEE HANDBOOK  
REGARDING  
COMPLETION OF  
RESIDENCE ITEMS  
→

#### DISPOSITION

1  
2 262  
3

#### CERTIFIER

CONDITIONS  
IF ANY  
WHICH GAVE  
RISE TO  
IMMEDIATE  
CAUSE  
STATING THE  
UNDERLYING  
CAUSE LAST  
→

#### CAUSE OF DEATH

4 4140  
5 50  
6

Local File Number		State File Number	
1 DECEASED- NAME First Middle Last Helen Lucille JENKINS		DATE OF DEATH (month day year) April 2, 1985	
2 RACE White	3 SEX Female	4 AGE - Last birthday (years) 75	5 DATE OF BIRTH (month day year) May 25, 1909
6 CITY, TOWN OR LOCATION OF DEATH Gresham	7 HOSPITAL OR OTHER INSTITUTION-NAME (If not in either, give street and number) Fairlawn Care Center	8 IF HOSP OR INST indicate DOA OP Emer. Rm. Inpatient (Specify) Inpatient	9 COUNTY OF DEATH Multnomah
10 STATE OF BIRTH (If not in U.S.A. name country) Pennsylvania	11 CITIZEN OF WHAT COUNTRY U.S.A.	12 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married	13 SPOUSE (IF MARRIED WIDOWED) Rodney Jenkins
14 SOCIAL SECURITY NUMBER 542-10-9669	15 USUAL OCCUPATION (give kind of work done during most of working life, even if retired) Homemaker	16 KIND OF BUSINESS OR INDUSTRY Own Home	17 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Specify yes or no) No
18 RESIDENCE-STATE Oregon	19 COUNTY Multnomah	20 CITY, TOWN, OR LOCATION Portland	21 STREET AND NUMBER OR R.F.D., ZIP 4801 S.E. 174th 97236
22 FATHER NAME Walter H. Mell	23 MOTHER NAME Laura Cowan	24 INFORMANT NAME and relationship to deceased Rodney Jenkins, Husband	25 INSIDE CITY LIMITS (Specify yes or no) No
26 BURIAL, CREMATION, REMOVAL, MAUS. (Specify) Burial	27 CEMETERY OR CREMATORY NAME Skyline Memorial Gardens	28 LOCATION Portland, Oregon	
29 FUNERAL SERVICE LICENSE (Specify) Carroll	30 NAME AND ADDRESS OF FACILITY Carroll Funeral Home, Inc., 257 SE Roberts, Gresham, Oregon		
31 To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. 21a (Signature) 21b (Type or Print) MARTHA A. GAIL D.O.		32 DATE SIGNED (MO Day Yr) April 4-1985	33 HOUR OF DEATH 6:00pm
34 NAME AND ADDRESS OF CERTIFIER IF OTHER THAN CERTIFIER (Type or Print) 4130 S.E. DIVISION PORTLAND, OR. 97202			
35 DATE RECEIVED BY REGISTRAR (MO Day Yr) APR 8 1985	36 REGISTRAR (Signature) Arthur W. Bloom		
37 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).) PART I (a) <i>Cardiac respiratory failure</i> DUE TO, OR AS A CONSEQUENCE OF (b) <i>ASHLA</i> DUE TO, OR AS A CONSEQUENCE OF (c) <i>Arteriosclerosis</i>		Interval between onset and death <i>instant</i> <i>years</i> <i>years</i>	
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not related to cause given in PART I (a) <i>Cerebral Arteriosclerosis; Diabetes; Hypertension</i>		AUTOPSY (Specify Yes or No) No	
38 ACCIDENT (Specify Yes or No) No		39 WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No) No	
40 DATE OF INJURY (MO Day Yr) 26b	41 HOUR OF INJURY 26c	42 DESCRIBE HOW INJURY OCCURRED 26d	
43 INJURY AT WORK (Specify Yes or No) 26e	44 PLACE OF INJURY-At home farm street factory office building etc. (Specify) 26f	45 LOCATION 26g	46 STREET OR R.F.D. NO CITY OR TOWN STATE
RESERVED FOR REGISTRAR'S USE			

ORIGINAL-VITAL STATISTICS COPY

45-2 REV 12-83

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN  
THE VITAL RECORDS UNIT OF THE OREGON STATE HEALTH DIVISION.

DATE ISSUED

MAR 10 1985

EDWARD J. JOHNSON II,  
COUNTY REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15725       )  
for the Sale of Certain Real Property   ) ORDER  
to                                        )  
JAMES L. JENKINS                        )  
ALLEN R. JENKINS                        )

93-65

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that JAMES L. JENKINS and ALLEN R. JENKINS are the former owners thereof and have applied to the county to enter into a contract to repurchase said property for the amount of \$19,279.96, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

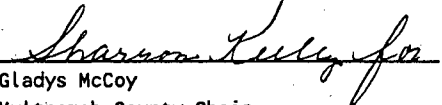
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with JAMES L. JENKINS and ALLEN R. JENKINS for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

SECTION 18 1S 3E  
TAXLOT #44 1.50 ACRES (SEE ATTACHED EXHIBIT A)

for the sum of \$19,279.96, payable as follows: \$1,928.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$186.53 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Witness my hand and the seal of said County at Portland, Oregon this 11 day of March, 1993

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

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

By  3/1/93  
Matthew O. Ryan

EXHIBIT A

(99318-0440)

A tract of land in Section 18, Township 1 South, Range 3 East, Willamette Meridian, County of Multnomah, State of Oregon described as follows:

Beginning at an iron rod set in the West line of SE 174th Street (Jenne Road), said iron rod bears North 561.74 feet and East 107.68 feet from the Northeast corner of the L. S. Jenne Donation Land Claim and being the true point of beginning of the tract herein to be described; thence from the above described true point of beginning North along the West line of SE 174th Street 219.13 feet to a point of intersection with the North line of that certain tract described in Book 1528, Page 365, Deed Records; thence South 88° 09' West along said North line 305.25 feet to the Northwest corner of said tract; thence South along the West line of that certain tract described in Book 1528, Page 365, a distance of 209.33 feet to a point that bears West 305.00 feet from the true point of beginning; thence East 305.00 feet to the true point of beginning, containing 1.50 acres, SUBJECT to a 16 foot easement along the North line of the above described tract described in Book 662, Page 105, Deed Records.

THIS AGREEMENT, made this 11th day of March, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JAMES L. JENKINS and ALLEN R. JENKINS, hereinafter called Purchasers; the County agrees to sell to Purchasers the property hereinafter described for the price and on the terms and conditions set forth below:

SECTION 18 1S 3E

TAXLOT #44 1.50 ACRES (SEE ATTACHED EXHIBIT A)

A. Purchase Price.

Purchasers agree to pay the sum of \$19,279.96, to be paid \$1,928.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$186.53 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on March 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchasers or purchasers' agents or contractors results in any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph 87a. and 87b. shall survive any termination or cancellation of this agreement for any reason.

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

#### C. Default

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

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

D. Tax Notice

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

4801 SE 174TH ST PORTLAND, OR 97236

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

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

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

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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON


By Sharron Kelley for  
Gladys McCoy  
Multnomah County, Oregon  
By Sharron Kelley, Commissioner

JAMES L JENKINS

JAMES L. JENKINS

\_\_\_\_\_  
ALLEN R. JENKINS

CONTRACT APPROVED:

  
By Matthew O. Ryan 3/1/93  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon  
By Matthew O. Ryan

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

EXHIBIT A

(99318-0440)

A tract of land in Section 18, Township 1 South, Range 3 East, Willamette Meridian, County of Multnomah, State of Oregon described as follows:

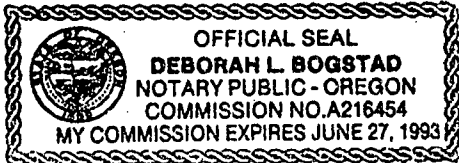
Beginning at an iron rod set in the West line of SE 174th Street (Jenne Road), said iron rod bears North 561.74 feet and East 107.68 feet from the Northeast corner of the L. S. Jenne Donation Land Claim and being the true point of beginning of the tract herein to be described; thence from the above described true point of beginning North along the West line of SE 174th Street 219.13 feet to a point of intersection with the North line of that certain tract described in Book 1528, Page 365, Deed Records; thence South 88° 09' West along said North line 305.25 feet to the Northwest corner of said tract; thence South along the West line of that certain tract described in Book 1528, Page 365, a distance of 209.33 feet to a point that bears West 305.00 feet from the true point of beginning; thence East 305.00 feet to the true point of beginning, containing 1.50 acres, SUBJECT to a 16 foot easement along the North line of the above described tract described in Book 662, Page 105, Deed Records.



STATE OF OREGON           )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's MAR) 1 1 1993  
Meeting Date \_\_\_\_\_  
Agenda No. C-4

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of replacement deeds upon complete performance of contract.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of replacement deeds to former owner for satisfaction of contract.

Orders and Deeds attached, D90478 and D90480.

3/18/93 Original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET/PERSONNEL: \_\_\_\_\_

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

OTHER Facilities & Property Management

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -3 PM 4: 21

*[Signature]* BH *[Signature]* Whelia

*[Signature]* E. Ryan 3/3/93

*[Signature]* RPD

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Replacement Deed D90478 Upon Complete ) ORDER  
Performance of a Contract to )  
JERRY D.DOBBS ) 93-66  
AND JANET L. DOBBS )

It appearing that heretofore, on September 11, 1986, Multnomah County entered into a contract with JERRY D.DOBBS and AND JANET L. DOBBS for the sale of the real property hereinafter described; and

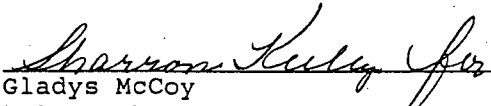
That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

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

FOXCHASE ADD  
S 36' OF LOT 6, BLOCK 4 EXC S 36' LOT 7, BLOCK 4

Witness my hand and seal at Portland, Oregon this 11 day of March, 1993.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County, Oregon  
By Sharron Kelley, Commissioner

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

By  3/3/93  
Matthew O. Ryan

THIS DOCUMENT ISSUED AS A REPLACEMENT FOR ORIGINAL DEED D90478 EXECUTED  
JUNE 26, 1990.

REPLACEMENT DEED D90478

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor,  
conveys to JERRY D. DOBBINS and AND JANET L. DOBBINS, Grantees, the following  
described real property, situated in the County of Multnomah, State of Oregon:

FOXCHASE ADD

S 36' OF LOT 6, BLOCK 4 EXC S 36' LOT 7, BLOCK 4

The true and actual consideration paid for this transfer, stated in terms  
of dollars is \$8,276.45.

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

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

4197 OLD LEWIS RIVER RD  
WOODLAND WA 98674

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be  
executed by the Chair of the Multnomah County Board of County Commissioners  
this 11 day of March, 1993, by authority of an Order of the Board of  
County Commissioners heretofore entered of record.



REVIEWED: *Matthew O. Ryan*  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner  
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management

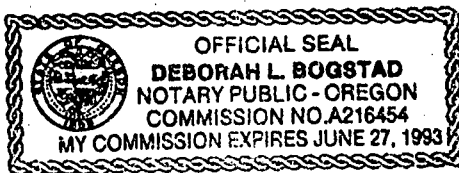
*Matthew O. Ryan 3/3/93*  
Matthew O. Ryan

*Laurence Kressel*

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's MAR 11 1993  
Meeting Date  
Agenda No. C-5

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of replacement deeds upon complete performance of contract.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of replacement deeds to former owner for satisfaction of contract.

Orders and Deeds attached. D90478 and D90480.

3/18/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET/PERSONNEL:

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

OTHER Facilities & Property Management

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -3 PM 4:21

*[Signature]* BH Weller

*[Signature]* 3/3/93

*[Signature]*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of	)	
Replacement Deed D90480 Upon Complete	)	ORDER
Performance of a Contract to	)	
JERRY D. DOBBINS	)	93-67
AND JANET L. DOBBINS	)	

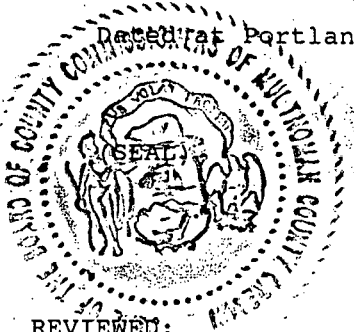
It appearing that heretofore, on September 12, 1986, Multnomah County entered into a contract with JERRY D. DOBBINS and AND JANET L. DOBBINS for the sale of the real property hereinafter described; and

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

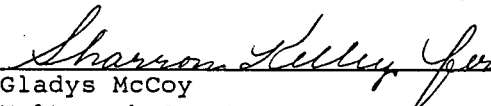
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a replacement deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

FOXCHASE ADDITION  
S 36' OF LOT 7, BLOCK 4

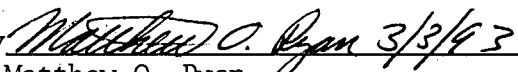
Dated at Portland, Oregon this 11 day of March, 1993.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County, Oregon  
By Sharron Kelley, Commissioner

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

By   
Matthew O. Ryan

THIS DOCUMENT ISSUED AS A REPLACEMENT FOR ORIGINAL DEED D90480 EXECUTED  
AUGUST 24, 1990.

REPLACEMENT DEED D90480

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor,  
conveys to JERRY D. DOBBINS and AND JANET L. DOBBINS, Grantees, the following  
described real property, situated in the County of Multnomah, State of Oregon:

FOXCHASE ADDITION  
S 36' OF LOT 7, BLOCK 4

The true and actual consideration paid for this transfer, stated in terms  
of dollars is \$2,057.80.

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

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

4197 OLD LEWIS RIVER RD  
WOODLAND, WA 98674

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be  
executed by the Chair of the Multnomah County Board of County Commissioners  
this 11<sup>th</sup> day of March, 1993, by authority of an Order of the Board of  
County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy

Multnomah County Chair  
By Sharron Kelley, Commissioner

DEED APPROVED:

F. Wayne George, Director  
Facilities and Property Management

REVIEWED: 11/3/93  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

*Matthew O. Ryan 3/3/93*  
Matthew O. Ryan

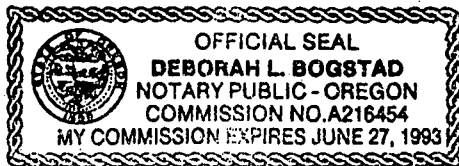
*Laurence Kressel*



STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-6

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deed D930844, Board Order and supporting documentation attached.

3/10/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: John BH Wells

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) Matthew C. Ryan 3/1/93

OTHER: Facilities & Property Management ephurot

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -1 PM 4:16

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return this form with Money\*\* by \_\_\_\_\_

IRENE WOODS  
Name(s)

4509 SW TAYLORS FERRY Rd  
Address of Property you wish to repurchase

West Portland, Lot 4-15 Blk 53454  
Legal description

Lot 16417 Blk 53454  
89421-1630  
Tax Account Number

Address of primary residence

639-8787  
Home Telephone Number

Primary business address

731-1691  
Business telephone number

1133192  
Oregon Driver License Number

\*\*If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or ~~with~~ other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

\_\_\_\_\_  
YES

\_\_\_\_\_  
NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

\_\_\_\_\_  
YES

\_\_\_\_\_  
NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$        which is ten percent(10%) of the purchase price of \$21,616.75 and monthly payments of \$        for a period of        months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return,	Yes\No Current pay check stubs,	Yes\No SSA1099R Pension income,
Yes\No W2G Form,	Yes\No Disability Income,	Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation,	Yes\No Unemployment,	Yes\No Dividends, Interest income,
Yes\No Other income,		

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills.

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Suzanne W. Wilson  
Your Signature (MUST BE NOTARIZED) see below  
Feb. 5, 1993  
Date

STATE OF OREGON                     )  
   )  
COUNTY OF MULTNOMAH            )

L On this 5<sup>th</sup> day of February 1993, before me, a Notary Public in  
and for said county and state personally appeared the above named Suzanne W. Wilson

who acknowledged the foregoing application to be her voluntary act and deed.

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

Cynthia L. Weiche  
Notary Public for Oregon

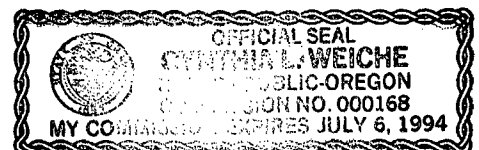
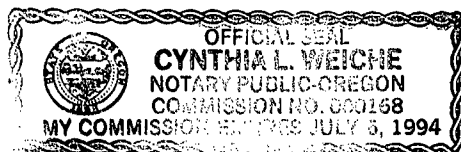
My commission expires July 06, 1994

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202

If you have any questions, please call Beverly or Gwen at 248-3590.

Repurchase Application

Page two





**MULTNOMAH  
COUNTY**

TAX TITLE UNIT  
2505 SE 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590

DATE 1/26/93

RECEIVED OF Sue Wilson

ADDRESS P.O. Box 230642

Tigard, OR 97281

Deposition of Lots 21616 75

4-15 Blocks 53 & 54

& Lots 16 & 17 Blocks

53 & 54 Cedar Point

in Street

Check # 2148

TOTAL 21616 75

RECEIVED

RECEIPT NO.

**P 06777**

By [Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930844 for Certain ) ORDER  
Tax Acquired Property to ) 93-68  
SUE WILSON

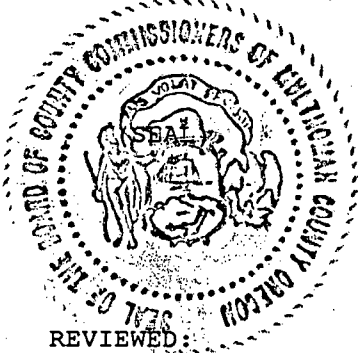
It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that SUE WILSON is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$21,616.75 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

WEST PORTLAND

LOTS 4-15, BLOCK 53&54 EXC PART IN ST LOTS 16&17, BLOCKS 53&54 (SUBJECT TO CITY OF PORTLAND LIENS #28142 THRU 28155)

Dated at Portland, Oregon this 11 day of March, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

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

By *Matthew O. Ryan* 3/1/93  
Matthew O. Ryan

DEED D930844

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

WEST PORTLAND

LOTS 4-15, BLOCK 53&54 EXC PART IN ST LOTS 16&17, BLOCKS 53&54 (SUBJECT TO CITY OF PORTLAND LIENS #28142 THRU 28155)

The true and actual consideration paid for this transfer, stated in terms of dollars is \$21,616.75.

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

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

P O BOX 230642  
TIGARD, OR 97281

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11<sup>th</sup> day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Sharron Kelley, Jr.  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By Matthew O. Ryan 3/1/93  
Matthew O. Ryan

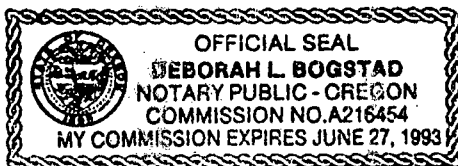
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management  
Division

By Laurence C. Ball

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

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



DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: Request Approval of Deed to Former Owner Upon Payment of Taxes, Interest and Expenses.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of Deed D930850 between Multnomah County and RICHARD BUCKLEY, former owner of property at 3201-3205 SE 11TH AVE, Portland, for \$30,873.74.

The property was deeded to Multnomah County on October 26, 1992 by the Tax Collector.

*3/18/93 original to Larry Baxter*

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *Tip BH Waller*

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) *Matthew O. Ryan 3/1/93*

OTHER Facilities & Property Management *PPherst*

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -1 PM 4:17  
MULTNOMAH COUNTY  
OREGON

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return this form with Money\*\* by \_\_\_\_\_

Richard Buckley  
Name(s)

3205 SE. 11<sup>th</sup> PORTLAND, OR 97202  
Address of Property you wish to repurchase

R 10850-0140

ADD BROOKLAND HTS - 4 2 N 39' OF LOT 5 Block 2  
Legal description

Tax Account Number

SAME  
Address of primary residence

Address of primary residence

NONE  
Home Telephone Number

Home Telephone Number

NONE  
Primary business address

Primary business address

NONE  
Business telephone number

Business telephone number

3000816  
Oregon Driver License Number

Oregon Driver License Number

\*\*If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

NONE

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

X NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

X  
YES

NO

If so, provide details on a separate page.

Repurchase Application

Page one

The Storage Building located at 4434 NE Alberta, Portland was a derelict building when I acquired the property. I paid \$700.00 for a new roof. When it was in redemption the city annexed the property notifying me that I should obtain funds to pay for sewers and sidewalks. They also condemned the building for not having skirts around the base, (it was up on pier blocks) faulty gutters & downspouts, and the new roof was improperly put on causing the same places to leak as before.

The former owner failed to clear up a \$14,000 lien on the property too!

I was overwhelmed by all the problems the property had and didn't have the funds available before the time restrictions, by the city, so I let the property go to the county.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ X which is ten percent(10%) of the purchase price of \$ 34,026.73 and monthly payments of \$ X for a period of X months.

less City liens \$3152.99  
= 30,873.74

~~Circle Yes or No to the following and attach copies:~~

~~Yes\No 1991 income tax return, Yes\No Current pay check stubs, Yes\No SSA1099R Pension income,  
Yes\No W2G Form, Yes\No Disability Income, Yes\No Veteran's Benefits Pension,  
Yes\No Workers Compensation, Yes\No Unemployment, Yes\No Dividends, Interest income,  
Yes\No Other income,~~

~~Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.~~

~~Also attach copies of your current water and utility bills.~~

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

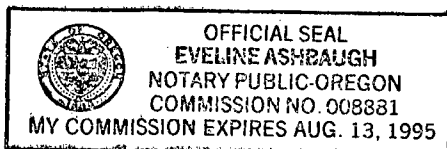
Richard Buckley  
Your Signature(MUST BE NOTARIZED)see below  
February 4, 1993  
Date

STATE OF OREGON )  
COUNTY OF MULTNOMAH )

On this 4 day of February, 1993, before me, a Notary Public in  
and for said county and state personally appeared the above named Richard Buckley

who acknowledged the foregoing application to be \_\_\_\_\_ voluntary act and deed.

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



Eveline Ashbaugh  
Notary Public for Oregon  
My commission expires Aug 13, 1995

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202  
If you have any questions, please call Beverly or Gwen at 248-3590.  
Repurchase Application  
Page two

DATE: 2/17, 1993

TIME: \_\_\_\_\_

FROM: TICOR TITLE INSURANCE, ATTENTION: Bob LaveyTO: Multnomah County ATTENTION: Larry BaxterRE: ESCROW# \_\_\_\_\_ FAX NUMBER: 248.5082Buckley - Schuback

PLEASE FIND ENCLOSED THE FOLLOWING ITEMS:

- ( ) PRELIMINARY TITLE REPORT, DATED AS OF \_\_\_\_\_, 199\_\_.
- ( ) REQUEST FOR PAYOFF LETTER
- ( ) COPIES OF ( ) CC & RS ( ) EASEMENT
- ( ) TENTATIVE CLOSING STATEMENT(S)
- ( ) FINAL HUD
- ( ) WIRING INSTRUCTIONS
- ( )
- ( )
- ( )
- ( )

ADDITIONAL INFORMATION (COMMENTS):

Amended demand  
I will pay city liens directly from  
Buckley's proceeds, if that's OK.

IF YOU HAVE ANY QUESTIONS, OR NEED ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CALL.

OUR PHONE NUMBER 1-503-639-3800

OUR FAX NUMBER 1-503-624-7790

Date: February 17 19 93

Escrow No. 600294

To: TICOR TITLE INSURANCE COMPANY, Lake Oswego, OREGON, Escrow Agent

I hand you herewith an executed deed covering property known

as 3201-3205 S. E. 11th, Portland, OR, in favor of Richard Buckley.

Which you are authorized to use in connection with your above numbered escrow upon payment for my account of \$ \$ 30,873.74 (until February 15, 1993)

city liens to be paid by Ticor Title before deed recording.

You are hereby authorized and directed to disburse said money as follows:

Disburse the entire sum to Multnomah County.

All disbursements to be made by check of TICOR TITLE INSURANCE COMPANY.

If you are unable to comply with these instructions within \_\_\_\_\_ days after date, said money and/or instruments shall thereafter be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible thereafter. In the event that the time limit herein shall fall on any day this office is not open for business, such date will extend to the next business day.

MULTNOMAH COUNTY

Mail papers to: \_\_\_\_\_

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

Address \_\_\_\_\_

# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT  
TAX TITLE UNIT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590



GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

February 18, 1993

TICOR TITLE INSURANCE  
BETH LAVEY  
5000 SW MEADOWS ROAD #150  
LAKE OSWEGO, OR 97035-3251

RE: DEED D930850  
ESCROW 600294

LEGAL DESCRIPTION: BROOKLAND HEIGHTS  
LOT 4, BLOCK 2;  
NORTH 39' OF LOT 5, BLOCK 2

PROPERTY ADDRESS: 3201-3205 SE 11TH AVE

Enclosed is our deed covering the above property issued to RICHARD BUCKLEY.

Please collect \$30,873.74 until February 15, 1993. This amount does not include outstanding city liens #39322, #40042 and #77225. Interest accumulates at the rate of \$8.46 a day if the transaction is closed after that date.

We understand that our deed is not to be recorded until the above mentioned liens are paid and you have collected the proper amount for our account.

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

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

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

Sincerely,

Laurence C. Baxter  
Manager, Tax Title Unit

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed D930850                     )  
for Certain Tax Acquired Property to                                 ) ORDER  
RICHARD BUCKLEY   ) 93-69

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that RICHARD BUCKLEY is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$30,873.74 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

BROOKLAND HEIGHTS  
LOT 4, BLOCK 2;

Done at Portland, Oregon this 11 day of March, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By *Matthew O. Ryan* 3/1/93  
Matthew O. Ryan



DEED D930850

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

BROOKLAND HEIGHTS  
LOT 4, BLOCK 2;

The true and actual consideration paid for this transfer, stated in terms of dollars is \$30,873.74.

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

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

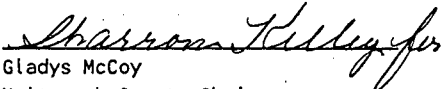
3205 SE 11TH  
PORTLAND, OR 97202

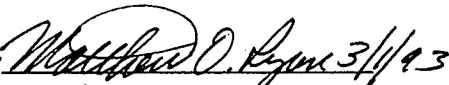
IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11 day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner  
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management

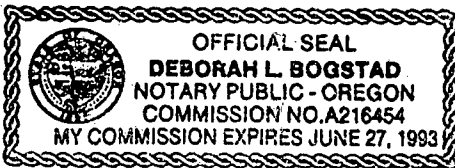
By  3/1/93  
Matthew O. Ryan

By 

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah Bogstad

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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Meeting Date MAR 11 1993  
Agenda No. C-8)

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deed D930851, Board Order and supporting documentation attached.

3/18/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

BUDGET/PERSONNEL:

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract

OTHER: Facilities & Property Management

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR - 1 PM 4:17  
MULTNOMAH COUNTY  
OREGON

*BH Williams*

*William O. Ryan 3/1/93*

*PK Baxter*

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930851 for Certain ) ORDER  
Tax Acquired Property to ) 93-70  
PAT TWYMAN

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that PAT TWYMAN is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$15,939.35 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

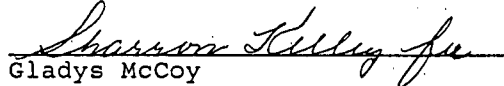
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

PIEDMONT  
LOT 5, BLOCK 22

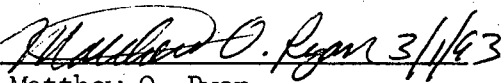
Dated at Portland, Oregon this 11 day of March, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

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

By  3/1/93  
Matthew O. Ryan

DEED D930851

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

PIEDMONT  
LOT 5, BLOCK 22

The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,939.35.

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

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

PO BOX 6471  
PORTLAND, OR 97228-6471

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11 day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED: 11-28-93  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Sharron Kelley for  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By Matthew O. Ryan  
Matthew O. Ryan

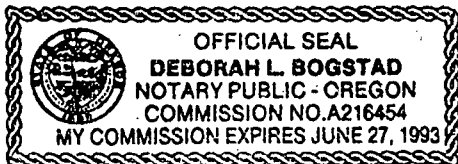
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management  
Division

By Laurence C. Buff

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-9

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deed D930852, Board Order and supporting documentation attached.

3/18/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

Bill Williams

BUDGET/PERSONNEL:

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract

Matthew O. Lyon 5/1/93

OTHER: Facilities & Property Management RD

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -1 PM 4:11  
MULTNOMAH COUNTY  
OREGON



*Sanctity of Contract*

**STEWART TITLE**

265 SW First Avenue  
Canby, Oregon 97013  
(503) 263-2200  
FAX: (503) 263-2140  
Tri-County Toll Free: (503) 777-8623

February 11, 1993

Multnomah County Tax Title  
2505 SE 11th Avenue  
Portland, OR 97202

ATTN: Larry Baxter/VIA FAX

Re: Kevin Schuyler  
Property: 6704 SE 93rd, Portland  
Tax Lot # R-54650-0191  
Escrow No. 93062397

Dear Mr. Baxter:

In connection with the above referenced transaction, Mr. Schuyler has requested that I send you notification that an escrow has been opened for the refinancing of funds owed to you in his redemption of tax foreclosure. I have received a preliminary title report and I am preparing for closing. I will need from you a Deed along with your demand and requirements for usage. I anticipate that closing can occur within thirty days without difficulty.

Please let me know if you need any additional documentation, or any concerns at sending your demand as we have requested above. Thank you for your courtesy and cooperation. I know Mr. Schuyler is anxious to resolve this matter as soon as possible.

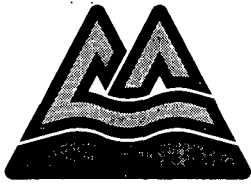
Yours truly,

Deborah Schaber  
Sr. Escrow Officer

DS/me

CC: Kevin Schuyler





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT  
TAX TITLE UNIT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

FEB 11, 1993

STEWART TITLE COMPANY  
DEBORAH SCHABER  
265 SW FIRST AVE  
CANBY, OR 97013

RE: DEED D930852  
ESCROW 93062397

LEGAL DESCRIPTION: MAYFIELD  
LOT 18  
54650-0190

PROPERTY ADDRESS: 6704 SE 93RD AVE

Enclosed is our deed covering the above property issued to KEVIN SCHUYLER and & SHEILA SCHUYLER.

Please collect \$11,113.00 until February 15, 1993. Interest accumulates at the rate of \$3.04 a day if the transaction is closed after that date.

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

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

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

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

Sincerely,

*Laurence C. Baxter*

Laurence C. Baxter  
Manager, Tax Title Unit

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D930852 for Certain ) ORDER  
Tax Acquired Property to )  
KEVIN SCHUYLER ) 93-71  
& SHEILA SCHUYLER )  
Husband & Wife )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that KEVIN SCHUYLER & SHEILA SCHUYLER, Husband & Wife are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$11,113.00 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

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

MAYFIELD LOT 18

Dated at Portland, Oregon this 11 day of March, 1993



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By *Matthew O. Ryan 3/1/93*  
Matthew O. Ryan

DEED D930852

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KEVIN SCHUYLER & SHEILA SCHUYLER, Husband & Wife Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

MAYFIELD LOT 18

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,113.00.

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

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


6704 SE 93RD AVE  
PORTLAND, OR 97203


IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11 day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



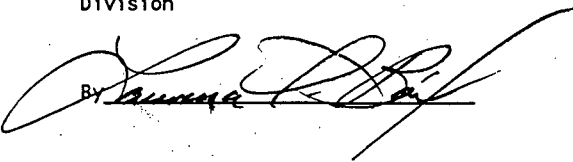
REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By  3/1/93  
Matthew O. Ryan

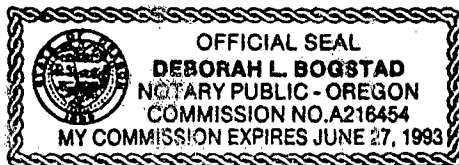
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management  
Division

By 

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date MAR 11 1993  
Agenda No. C-10

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_  
DEPARTMENT Environmental Services DIVISION Facilities & Property Management  
CONTACT Larry Baxter TELEPHONE 248-3590  
\*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deed D930854, Board Order and supporting documentation attached.

3/18/93 original to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER:

*[Signature]* BH William

BUDGET/PERSONNEL: \_\_\_\_\_

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

*[Signature]* Ryan 3/1/93

OTHER: Facilities & Property Management *[Signature]*

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -1 PM 4:16

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by

1/10/93

Name(s)

Anderegg Adrian + Barbara

Address of Property you wish to repurchase

8102 SW 39TH AV

Legal description

FIRDALE

LOT 14 & 15

Tax Account Number

28200-0610

Address of primary residence

Home Telephone Number

Primary business address

Business telephone number

Oregon Driver License Number

246-5869

Handy Andy's

7991 SW Capital Hwy 97219

246-8497

1420872 Oregon

If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

NO

If so, provide details on a separate page.

Repurchase Application

Page one

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ 2275<sup>88</sup> which is ten percent(10%) of the purchase price of \$ 22758<sup>88</sup> and monthly payments of \$ 222<sup>19</sup> for a period of 182 months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return, Yes\No Current pay check stubs, Yes\No SSA1099R Pension income,  
Yes\No W2G Form, Yes\No Disability Income, Yes\No Veteran's Benefits Pension,  
Yes\No Workers Compensation, Yes\No Unemployment, Yes\No Dividends, Interest income,  
Yes\No Other income,

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years. Owner Handy Andys Auto Repair

Also attach copies of your current water and utility bills. 7991 SW Capital Hwy  
25 years

"I/We declare under penalty of perjury that the information provided on this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Barbara J. Andereg  
Your Signature

12-21-92  
Date

STATE OF OREGON )

COUNTY OF MULTNOMAH )

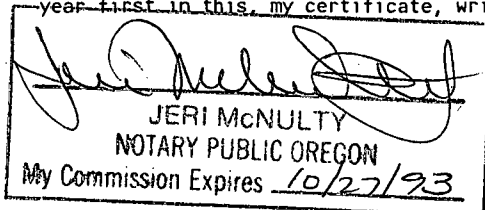
On this 21<sup>st</sup> day of DECEMBER 1992, before me, a Notary Public in

and for said county and state personally appeared the above named \_\_\_\_\_

\*BARBARA ANDREGG\*

who acknowledged the foregoing application to be HER voluntary act and deed.

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



Jeri McNulty  
Notary Public for Oregon  
My commission expires 10/27/93

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202

If you have any questions, please call Beverly or Gwen at 248-3590.

Repurchase Application

Page two



**MULTNOMAH  
COUNTY**

TAX-TITLE UNIT  
2505 SE 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590

DATE Feb 12 1992

RECEIVED OF Robert W. Harris

ADDRESS for Carina O'Leary

<u>1671132</u>	<u>22758</u>	<u>84</u>
<u>Repurchase of 8102</u>		
<u>SW 39<sup>th</sup></u>		
<u>R28200-0610</u>		
TOTAL	<u>22758</u>	<u>84</u>

RECEIVED

RECEIPT NO.

**P 06851**

By

PS-337 (6-90)



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of	)	
Deed D930854 for certain	)	ORDER
Tax Acquired Property to	)	93-72
ADRIAN A. ANDEREGG	)	
BARBARA J. ANDEREGG	)	
Husband & Wife	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ADRIAN A. ANDEREGG & BARBARA J. ANDEREGG, Husband & Wife are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$22,758.84 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

FIRDALE LOT 14&15

Dated at Portland, Oregon this 11 day of March, 1993



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy

Multnomah County Chair  
By Sharron Kelley, Commissioner

By *Matthew O. Ryan 3/1/93*  
Matthew O. Ryan

DEED D930854

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ADRIAN A. ANDEREGG & BARBARA J. ANDEREGG, Husband & Wife Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

FIRDALE LOT 14&15

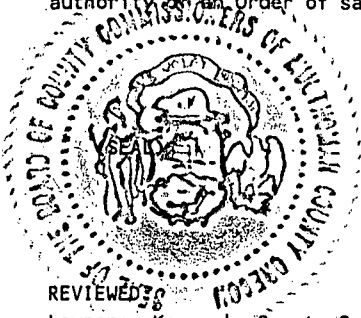
The true and actual consideration paid for this transfer, stated in terms of dollars is \$22,758.84.

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

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

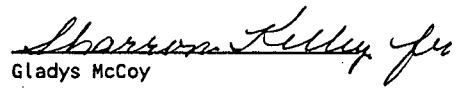
8102 SW 39TH AVE  
PORTLAND OR 97219-3613


IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11 day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



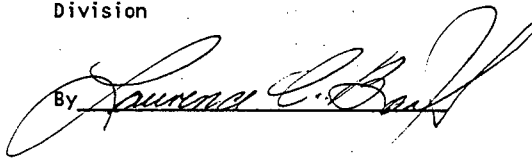
REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair  
Sharron Kelley, Commissioner

By  3/1/93  
Matthew O. Ryan

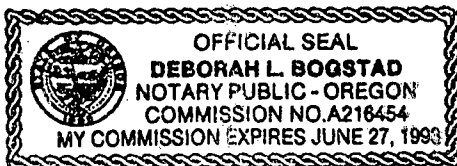
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management  
Division

By 

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah C Bogstad

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

DATE SUBMITTED \_\_\_\_\_

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

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of repurchase by former owner.

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of repurchase by former owner.

Deed D930858, Board Order and supporting documentation attached.

*3/18/93 original to Larry Baxter*

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Ted BH Williams*

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) *Matthew C. Ryan 3/11/93*

OTHER: Facilities & Property Management *P. Oberst*

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -1 PM 4:17

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

MAN. 4/1993  
Received  
Tax Title

Return by 2/23/92

Name(s) Rajendra Nath

Address of Property you wish to repurchase  
432 NE Simpson ST.

Legal description CLOVERDALE EXTN & PLAT 2 LOT 6, BLK 5 (16640-0140)  
Tax Account Number

Address of primary residence  
1626 NE Getz Rd Pl/d OR 97211

Home Telephone Number  
289-7403

Primary business address

Business telephone number

2866665

Oregon Driver License Number

If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

1626 N.E. Getz Rd.

825 N Killingsworth St.

R-89390-0210 3 YRS

5009 N. Interstate Ave

R-70960-4880 3 YRS

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

NO

If so, provide details on a separate page.

Repurchase Application

Page one

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ 1293.46 which is ten percent(10%) of the purchase price of \$ 12934.56 and monthly payments of \$ 125.05 for a period of 180 months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return,	✓ Yes\No Current pay check stubs,	Yes\No SSA1099R Pension income,
Yes\No W2G Form,	Yes\No Disability Income,	Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation,	Yes\No Unemployment,	Yes\No Dividends, Interest income,
✓ Yes\No Other income,		

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

*OREGON STEEL MILLS 14 YEARS.  
OWNER OPERATOR SHARES DIV.  
P.P. PROFIT SHARING*

Also attach copies of your current water and utility bills.

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

*Raymond V. V. V.*

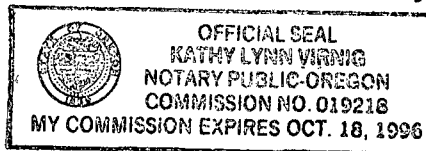
Your Signature

*12/23/92*

Date

STATE OF OREGON )

COUNTY OF MULTNOMAH )



On this 31 day of December 1992, before me, a Notary Public in

and for said county and state personally appeared the above named \_\_\_\_\_

who acknowledged the foregoing application to be \_\_\_\_\_ voluntary act and deed.

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

*Kathy Lynn Vining*  
Notary Public for Oregon

My commission expires 10-18-96

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202

If you have any questions, please call Beverly or Gwen at 248-3590.

Repurchase Application

Page two



**MULTNOMAH  
COUNTY**

TAX TITLE UNIT  
2505 SE 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3590

DATE 2-2-93

RECEIVED OF Reeves, Kahn & Eden for

ADDRESS Rajendra Nath & Priya Nath

<u>Ck # 0718</u>	<u>12,948</u>	<u>49</u>
TOTAL	<u>12,948</u>	<u>49</u>

RECEIVED

RECEIPT NO.

**P 06802**

By

J Maxwell

PS-337 (6-90)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of	)	
Deed D930858 for certain	)	ORDER
Tax Acquired Property to	)	93-73
RAJENDRA NATH	)	
PRIYA D. NATH	)	
Husband & Wife	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that RAJENDRA NATH & PRIYA D. NATH, Husband & Wife are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$12,948.49 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

CLOVERDALE EXTN & PLAT 2 LOT 6, BLOCK 5

Dated at Portland, Oregon this 11 day of March, 1993



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

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

By *Matthew O. Ryan* 3/1/93  
Matthew O. Ryan



DEED D930858

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RAJENDRA NATH & PRIYA D. NATH, Husband & Wife Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

CLOVERDALE EXTN & PLAT 2 LOT 6, BLOCK 5

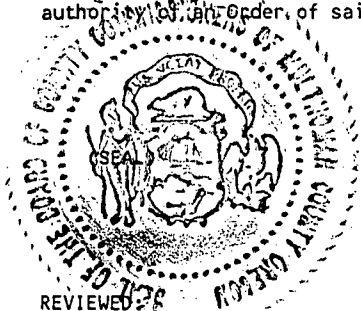
The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,948.49.

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

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

1620 NE GERTZ ROAD  
PORTLAND OR 97211

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11 day of March, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Sharron Kelley for*  
Gladys McCoy  
Multnomah County Chair  
By Sharron Kelley, Commissioner

By *Matthew O. Ryan* 3/1/93  
Matthew O. Ryan

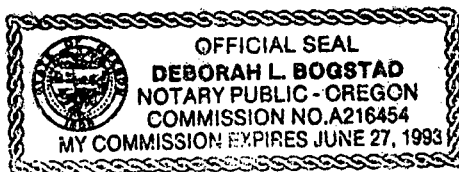
DEED APPROVED:  
F. Wayne George, Director  
Facilities and Property Management  
Division

By *[Signature]*

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

On this 11th day of March, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Commissioner, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

Meeting Date: MAR 11 1993

Agenda No.: K-1

(Above space for Clerk's Office Use)

**AGENDA PLACEMENT FORM**  
**(For Non-Budgetary Items)**

**SUBJECT:** Notice of Intent - Kaiser Research Center

BCC Informal \_\_\_\_\_ BCC Formal March 11, 1993  
(date) (date)

DEPARTMENT: Health DIVISION: Primary Care

**CONTACT:**           Jeanne Gould                               **TELEPHONE:**   248-3674

PERSON(S) MAKING PRESENTATION Jeanne Gould

**ACTION REQUESTED:**

☐ INFORMATION ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN:

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

Kaiser Center for Health Research has responded to a Request for Applications from the National Heart, Lung, and Blood Institute for a grant to investigate strategies to reduce blood pressures among hypertensives, with an emphasis on minority populations in Portland. If funded, Kaiser would like to sub-contract with Multnomah County Health Department to provide the direct clinical services. This study would focus on patients at the Northeast and North Portland Health Department Clinic sites.

3/22/93 ANNOTATED MINUTES to  
JANNE GOULD & BILL ODEGAARD

(If space is inadequate, please use other side)

**SIGNATURES:**

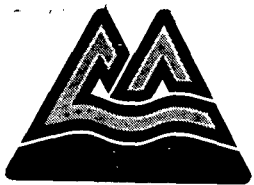
ELECTED OFFICIAL

Or

DEPARTMENT MANAGER Billi Odgaard

(All accompanying documents must have required signatures)

44-1000-1000  
 CLERK OF DISTRICT COURT  
 1993 MAR -1 PM 4:54  
 MULTNOMAH COUNTY  
 OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Gladys McCoy, Chair  
Board of County Commissioners

FROM: Jeanne Gould *JG*

THROUGH: *Bill* Odegaard, Director  
Health Department

SUBJECT: Notice of Intent to Subcontract with Kaiser  
Research Center Grant Project

DATE: February 17, 1993

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### Cultural Diversity Is Our Strength

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#### Description of Grant Project and Grant Objectives

Kaiser Center for Health Research has asked the Multnomah County Health Department to provide the direct clinical services for a grant-funded project to investigate strategies to reduce blood pressures among hypertensives, with an emphasis on minority populations in Portland. This study would focus on patients at the Northeast and North Portland Health Department Clinic sites. All patients with a current diagnosis of hypertension, or who become diagnosed as hypertensive during the grant period, at the Northeast and North Portland Health Clinics would be eligible to participate in this project. The Northeast and North Portland clinics were chosen because the study intends to emphasize strategies to reduce blood pressures among minority populations, especially among African Americans, and these clinic sites have the largest proportions of minority patients. All patients in the study will be given blood pressure monitoring cuffs, and taught to monitor their own pressures. All patients will receive an "enhanced" model of direct care that involves nursing management of patients; stepped medication protocols; intensive patient education; and patient involvement in setting of treatment goals. Some patients will receive, in addition to the enhanced treatment model, a family outreach component. Indigenous community outreach workers will make one or more visits to patient families, to screen other family members for hypertension; to help patients problem solve barriers to care; to provide support to the patient and family. The overall objective

of the study is to identify a "treatment modality" that is cost effective and that works in controlling blood pressures to within the normal range, or that reduces overall blood pressures for those who may still be above the normal range.

**Funding Agency; Amount requested; Funding time period**

Kaiser Center for Health Research has responded (response due February 16, 1993) to a Request for Applications from the National Heart, Lung, and Blood Institute. Kaiser is requesting \$2,694,083 over a four year period. If funded, \$890,753 would be sub-contracted to the Multnomah County Health Department to provide the "enhanced" direct patient care and the outreach component for the project, including two nurses and three outreach workers. Kaiser staff would provide analysis of outcome data to determine if the models were effective in reducing blood pressures. If funded, the project would begin October 1, 1993, and would run through September 30, 1997. There is no requirement for matching funds.

We are enthusiastic about participating in this Kaiser project for the following reasons:

1. Hypertension is a problem for many of the clients that we serve, and in particular for African American clients. Our attempts to assist patients in controlling their blood pressures are too often unsuccessful. For the long term, we are hopeful of finding a treatment model for our hypertensive patients that is both medically superior to the existing model, and is cost effective.

2. At a minimum, during the time period of the project we will be able to provide enhanced treatment for this group of patients, many of whom have dangerously uncontrolled blood pressures, at no additional cost to the County. The enhanced treatment will include additional nurses, outreach workers, intensive patient education, blood pressure monitoring devices, family outreach, and diagnosis/treatment of as yet unidentified hypertensives among family members. We believe that we can improve life outcomes for our population of hypertensive patients that participate in this study.

Meeting Date: MAR 11 1993

Agenda No: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Contract Between Housing and Community Services Division/Youth Program Office and AIM High School for Alternative School Slots

Board Briefing: \_\_\_\_\_ Date \_\_\_\_\_ Regular Meeting: \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division, Youth Program Office is recommending approval of the contract with AIM High School, which purchases up to ten alternative school slots per month for juveniles at risk of dropping out of school. The requirements contract has a \$34,500 maximum.

The contractor was selected through a competitive procurement process.

Contract Number: 104083

3/22/93 Originals to Cilla Murray  
Annotated Minutes to Rey España

SIGNATURES:

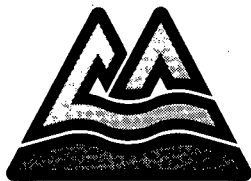
ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: [Signature]  
(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 FEB 26 PM 1:16

aim93a



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

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

## MEMORANDUM

TO: Gladys McCoy, County Chair  
VIA: Gary Nakao, Director  
Department of Social Services  
FROM: Norm Monroe, Director  
Housing and Community Services Division  
DATE: February 5, 1993  
SUBJECT: Contract with AIM High School

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached contract with AIM High School, for the period upon execution through June 30, 1993.

Analysis: The Housing and Community Services Division, Youth Program Office, is contracting with AIM High School for alternative school placements for middle-school age juveniles who are at risk of dropping out of school. The requirements contract provides up to ten slots per month, with a maximum dollar amount of \$34,500.

AIM High School is one of seven schools responding to a September 1992 request for qualifications/proposals (#2P1861) to qualify as an alternative school provider.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

aim93z

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104083Amendment # —

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-2</u> DATE <u>3/11/93</u> <u>DEB. BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Contact Person Cilla Murray Phone 248-5464 Date \_\_\_\_\_Department Social Services Division Hsg & Comm Svcs Bldg/Room 161 / 200
 Description of Contract Contract purchases alternative school placements for  
at-risk students through the Student Retention  
Initiative Program.
RFP/BID # 2P1861 Date of RFP/BID September, 1992 Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name AIM High SchoolMailing Address 1500 SE 130th AvenuePortland, Oregon 97233Phone (503) 252-2900Employer ID # or SS # 93-6014226Effective Date Upon ExecutionTermination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ Requirements**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only)County Counsel [Signature]County Chair/Sheriff [Signature]Sharron Kelley, Commissioner**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☒ Monthly \$ Fee for Service☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☒ Requirements Not to Exceed \$ 34,500Date 28 Feb 93

Date \_\_\_\_\_

Date 2/26/93Date 3/11/93

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0205			6060		1502	JSA	Requirements		
02.												
03.												



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and AIM High School, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Housing and Community Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from execution through June 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

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

A. CONTRACTOR shall provide up to ten (10) slots in its alternative education program for students referred as part of the County Student Retention Initiative Plan. Services shall be provided to juveniles in accordance with that Plan.

B. Clients eligible for CONTRACTOR'S services shall be:

1. Residents of Multnomah County.
2. Aged between 11 and 16 years, or be a seventh, eighth, or ninth grade student.
3. At risk of dropping out of school as a result of any of the following: poor attendance, low academic achievement, family dysfunction, low academic skills, substance abuse, high mobility, pregnancy, and/or lack of family support.

C. Students accepted for service shall receive the full range of educational and support services available in the program.

D. CONTRACTOR shall fully participate in the development and implementation of the SRI case coordination mechanism.

E. Clients shall maintain a monthly average attendance rate of 80%. If attendance significantly falls below this level and CONTRACTOR'S efforts to increase attendance have failed to result in marked improvement, CONTRACTOR shall confer with the agency and the COUNTY designee to determine an appropriate course of action.

F. CONTRACTOR shall report upon mutually agreed upon outcome indicators in the manner and timelines identified by COUNTY, Youth Program Office. The outcome objective for the CONTRACTOR is:

Middle school youth completing program services will show improvement in one or more of the following: school attendance (to include attendance and tardies), academic performance (GPA), and social behavior (behavioral referrals, suspensions, or expulsions).

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR \$575 per month per slot used, up to 10 slots per month. Reimbursement shall be based on the number of days the slot is occupied by an approved student, starting the date of enrollment (first day attending class) to the date of termination.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

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

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

15. Youth Program Office Conditions

A. Contract compliance shall be monitored through the use of the Client Tracking System (CTS), the Great Start Client Tracking System (GSCTS), the Group and Volunteer Activities Form (GVA), and any other specified reports. CONTRACTOR shall be subject to any Youth Program Office policies regarding contract compliance, including but not limited to the Corrective Action Policy.

B. CONTRACTOR shall submit within 60 days of execution of the contract a proposed work plan for addressing organizational efforts toward racial/cultural diversity. The work plan shall be based upon values contained within the Multnomah County Community Children and Youth Services Commission Cultural Diversity Policy.

Within 30 days following the end of the fiscal year, CONTRACTOR shall submit a written report indicating results in the achievement of the identified workplan objectives.

C. CONTRACTOR shall maintain the Youth Program Office Program Standards and be subject to the Youth Program Office Site Review process.

D. CONTRACTOR shall provide the COUNTY with no less than 3 narrative client profiles in a format prescribed by the COUNTY. Profiles shall be a balance of successful and unsuccessful clients. Profiles shall be submitted no later than 30 days following the end of the second quarter.

E. Any requests for exceptions to any of these terms and conditions of this contract must be submitted in writing to the Youth Program Office. CONTRACTOR shall notify the Youth Program Office in writing of any changes in program operation or staffing patterns prior to such changes taking place.

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

MULTNOMAH COUNTY, OREGON

AIM HIGH SCHOOL

By *Mark Mours* 2/10/93  
Director Date  
Housing & Community Svc Division

By *Mary L. Haase* 2-18-93  
Contractor Date

By *Sharon Kelley for* 3/11/93  
Gladys McCoy Date  
Multnomah County Chair

93-6014226  
Contractor's I.D. #

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *William D. Ryan* 2/24/93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK

## LIBERTY NORTHWEST INSURANCE CORPORATION - 217300

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ACCOUNT EXECUTIVE: MARK SWANTEK

0043 / Renewal

## INFORMATION PAGE

Status: PUBLIC ENTITY

Risk Id No. 360217213

Policy No. WC4-1NC-002968-012

TD/CD: 93/3

SFXII: R05

1. The Insured: DAVID DOUGLAS SCHOOL DISTRICT #40  
(See End. WC 89 06 01 for Additional Insureds)  
Mailing Address: ATTN GARY HAASE BUS MGR 1500 SE 130TH AVE  
PORTLAND OR 97233-1799

Other workplaces not shown above: (See End. WC 89 06 08 for Additional Workplaces)

2. The policy period is from 7/01/92 to 7/01/93 12:01 a.m. standard time at the address of the insured as stated above.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: OREGON
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- |                           |           |               |
|---------------------------|-----------|---------------|
| Bodily Injury by Accident | \$100,000 | each accident |
| Bodily Injury by Disease  | \$500,000 | policy limit  |
| Bodily Injury by Disease  | \$100,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except Ohio, North Dakota, Washington, Nevada, West Virginia, Wyoming.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information shown on attached extension schedule is subject to verification and change by audit.

Expense Constant: \$ Included

Reporting Frequency: Quarterly

Deposit Premium: \$

Minimum Premium: \$ 350

Total Estimated Annual Premium:

Countersigned: 05

*Sandra Prather*

Endorsements: WC 36 06 01, WC 36 03 01, WC 00 04 14, WC 99 06 18, WC 89 06 08  
WC 00 03 10, WC 99 04 29, WC 89 06 01, WC 00 04 06, WC 99 04 16

7/30/92 lv

ENTERED

Meeting Date: MAR 11 1993

Agenda No: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement Between Housing and Community Services Division and Portland State University, Regional Research Institute to Purchase Evaluation of Federal Grant

Board Briefing: \_\_\_\_\_ Date \_\_\_\_\_ Regular Meeting: \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division recommends approval of an \$11,411 contract with Portland State University, Regional Research Institute, to purchase third-party evaluation services for a federal SAFAH grant. This evaluation was a condition of the grant.

The SAFAH program is intended to demonstrate the effectiveness of linking services, such as case management, with housing to help homeless families locate and stay in affordable, permanent housing. The Division manages the program while the case management services are contracted out to the community action community service centers. The Regional Research Institute was selected to conduct the evaluation because it has the necessary facilities, equipment, expertise, experience, and access to students to impartially evaluate the service program.

Contract Number: 104093

3/22/93 ORIGINALS TO CIB Thursday

SIGNATURES:

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

(All accompanying documents must have required signatures)

rri93a

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR - 1 PM 3:26  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

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

## MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director  
Department of Social Services *[Signature: Gary Nakao]* D13

FROM: Norm Monroe, Director  
Housing and Community Services Division *[Signature: Norm Monroe]*

DATE: February 24, 1993

SUBJECT: Contract with Portland State University-Regional Research Institute

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached contract with the Housing Authority of Portland, for the period upon execution through September 30, 1993.

Analysis: The Housing and Community Services Division has allocated \$11,411 of federal SAFAH grant project funds to evaluate the effectiveness of linking services, such as case management, with affordable housing to break the cycle of homelessness and promote the self-sufficiency of homeless families.

A third-party evaluation of the project was required by the grant. The Regional Research Institute of Portland State University was selected to be the evaluator because the Institute has the necessary research facilities, expertise, and experience conducting service evaluations.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

rri93z

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104093Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>5/11/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Social Services Division Hsg & Comm. Svcs Date 2/24/93  
 Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor  
 Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor  
 Description of Contract Contract purchases evaluation of the SAFAH long-term case management program, as defined by the grant award.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Portland State University, Regional Research InstituteMailing Address PO Box 751Portland, OR 97207Phone (503) 725-4040

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon ExecutionTermination Date September 30, 1993

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 11,411**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff Sharron Kelley, Commissioner

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

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

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ Per Invoice ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

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

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 26 Feb 93

Date \_\_\_\_\_

Date 2/26/93Date 3/11/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<del>XXX</del>	<del>010</del>	<del>XXXXX</del>		<del>XXXX</del>	<del>XXXX</del>					
02.	156	010	1885			6060		1767	SAFAH	\$11,411	
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE



10-10-13

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and Portland State University, Regional Research Institute, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Housing and Community Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from execution through September 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR shall evaluate the SAFAH program in accordance with the grant. Tasks to be completed within the contract period include:

- A. Develop instruments to collect data to evaluate the grant.
- B. Review literature on relevant and current studies and programs to assist in evaluation.
- C. Input evaluation data and analyze them.
- D. Write and/or assist in the writing of relevant portions of annual report to funder and other documents as the need arises, as instructed by COUNTY.
- E. Participate in meetings with service providers and project coordinator as needed.
- F. Coordinate work with the evaluation liaison at the Housing and Community Services Division.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$11,411 for performance of those services provided hereunder, in accordance with the following conditions:

1) A quarterly payment of \$2,852.75 shall be made upon receipt of a written report detailing progress on the service goals and objectives. Reports are due in accordance to the following schedule:

- April 15, 1993
- July 15, 1993
- October 15, 1993

2) Notwithstanding the above condition, CONTRACTOR may receive a quarterly payment of \$2,852.75 upon contract execution.

3) Payment is contingent upon demonstrated progress in meeting service objectives.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and

policies concerning Workers' Compensation, and minimum and prevailing wage requirements.

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

#### 11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

#### 12. Integration.

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

#### 13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

#### 14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

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

MULTNOMAH COUNTY, OREGON

PORTLAND STATE UNIVERSITY, REGIONAL  
RESEARCH INSTITUTE

By *Mark Morris* 2/22/93  
Director Date  
Housing & Community Svc Division

By \_\_\_\_\_  
Contractor Date

By *Sharon Kelley for* 3/11/93  
Gladys McCoy Date  
Multnomah County Chair

\_\_\_\_\_  
Contractor's I.D. #

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *Matthew O. Ryan* 2/26/93  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK

## Standard Workers' Compensation and Employers' Liability Policy

## INFORMATION PAGE

For Policy No. A419503S120

1. Entity Insured: POL.SUB: STATE

Interested Parties

STATE OF OREGON  
 PORTLAND STATE UNIVERSITY  
 PO BOX 751  
 PORTLAND OR 97207

RAMALEY JUDITH A

Other workplaces not shown above:

OTHER LOCATION  
 OTHER LOCATION

1620 SW PARK PORTLAND  
 617 SW MONTGOMERY # PORTLAND

OR  
 OR

2. THE POLICY PERIOD is from 07-01-92, 12:01 A.M. to 07-01-93, 12:01 A.M., at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: PART ONE of the policy applies to the Workers' Compensation Law of the states listed here: OREGON

B. EMPLOYERS LIABILITY INSURANCE: PART TWO of the policy applies to work in each state listed in item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 100,000	each accident
Bodily Injury by Disease	\$ 100,000	each employee
Bodily Injury by Disease	\$ 500,000	policy limit

C. OTHER STATES INSURANCE: PART THREE of the policy applies to the states, if any listed here:

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

00 04 14 OWNERSHIP CHNGE 36 03 01 OR UNSAFE EQUIP 99 05 01 PD LOSS 1 YR

4. THE PREMIUM for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Estimated Annual Remuneration	Rate Per \$100	Estimated Annual Premium
STATE AGENCIES-ALL VOLUNTER WORKERS	9499	\$53,112,696	2.40	\$1,274,705
Subtotal				\$1,274,705
Exp. Mod: 1.00		Exp. Rated Premium:		\$1,274,705
Expense Constant: \$0		Total Est. Annual Premium:		\$1,274,705
Minimum Premium: \$0.00		Standard Rates apply		

Final Premium to be Determined Retrospectively

(continued on next page)

## Standard Workers' Compensation and Employers' Liability Policy

INFORMATION PAGE

For Policy No. A419503S120

(continued from previous page)

This Information Page supersedes and cancels all pages previously issued for the above policy number.

Countersigned on 07-15-92 at Salem, Oregon

RTI

EI PRTW 00

James M. Harnack

James M. Hannah, Vice President  
and Chief Corporate Officer

DATE SUBMITTED February 22, 1993

(For Clerk's Use) **MAR 11 1993**  
Meeting Date \_\_\_\_\_  
Agenda No. R-4

**REQUEST FOR PLACEMENT ON THE AGENDA**

Subject: \_\_\_\_\_ Exemption \_\_\_\_\_

Informal Only \* \_\_\_\_\_ (Date) \_\_\_\_\_ Formal Only \_\_\_\_\_ (Date) \_\_\_\_\_

DEPARTMENT Management Support Services

DIVISION Purchasing

CONTACT Lillie Walker/Carey Harkaway

TELEPHONE 248-5111/248-3256

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker, Bill Wood, Carey Harkaway

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

Request for sole source exemption for the purchase of Josten's Learning Software for the Department of Community Corrections and the Sheriff's Office.

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

**IMPACT:**

☐ PERSONNEL

☐ FISCAL/BUDGETARY

☐ GENERAL FUND

☐ OTHER

3/18/93 Notice of Approval & Order to  
PCRB list, Lillie Walker, Carey Harkaway  
& Bill Wood  
3/5/93 Notice of Hearing & Application to PCRB  
list, Lillie Walker, Carey Harkaway & Bill Wood

**SIGNATURES:**

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Gladys McCoy

BUDGET/PERSONNEL \_\_\_\_\_

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER

Lillie M. Walker  
(Purchasing, Facilities Management, etc.)

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -1 PM 3:26  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS  
421 S.W. 5TH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-3701  
FAX (503) 248-5376

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

TO: Lillie Walker  
Purchasing Director

FROM: M. Tamara Holden, Director *MTH by CHA*  
Department of Community Corrections

SUBJECT: PCRB Contract Exemption Requests

DATE: February 3, 1993

Attached are two requests for exemption from competitive bidding: one from this Department and one from the Sheriff's Office. Both requests are for the purchase of software for integrated learning systems. Please consider the requests together and at your earliest convenience. We are hoping to implement a Federally funded literacy program as soon as possible.

Thank you for your consideration.



RECEIVED  
PURCHASING SECTION

93 FEB -3 AM 11:15

MULTNOMAH COUNTY



# Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER  
SHERIFF

(503) 255-3600

## MEMORANDUM

contact: Bill Wood 3256  
119/307

TO: LILY WALKER  
Purchasing Director

cc: LARRY AAB  
Sheriff's Executive Assistant

FROM: ROBERT G. SKIPPER, Sheriff

DATE: January 27, 1993

SUBJECT: PCRB Contract Exemption  
Integrated Learning System

Bob Skipper

We are proposing to purchase an Integrated Learning System (software, hardware, installation, training and support) from the Josten Learning Corporation. The system is titled the Josten's Learning INVEST in the future Adult Learning Program. Our system would be composed of one lab managers station and six (6) student stations all to be located at the Inverness Jail.

I have met with the Inmate Welfare Committee and have submitted the project to them for funding. The Committee has approved the project and has expressed considerable concern that the system be directly compatible with the State Correction's Integrated Learning System. This compatibility would allow for an inmate to move from our system to the state's while progressing in his educational program.

The needs and requirements of our Learning System are consistent with criteria utilized by the Department of Community Corrections in their evaluation of existing systems.

We, in addition to Department of Community Corrections, are requesting an exemption for the purchase of the software from Josten. We would then purchase the required hardware utilizing the recently completed State bid results. We are requesting the bid exemption for the following reasons.

I. The Sheriff's Offices Assessment and Review

We have been meeting with representatives of the Department of Community Corrections, the State Court System, the State Department of Corrections and representatives of the City.

There has been considerable discussion about system needs, system compatibility and the importance of compatibility.

From these meetings, reviews of some existing systems and discussions with some vendors, it is our feeling that the Josten's system is the most complete system in respect to curriculum needed for our population and has the demonstrated experience working with the corrections population.

II. The Department of Community Corrections more complete evaluation of the available systems. (Please see their memorandum to you regarding the same matter) As I mentioned earlier, we have worked with DCC on this issue for over a year. They have taken the lead in the evaluation of possible system for our similar populations. Their recommendation is consistent with our recommendation for the complete Josten system.

III. The Oregon Department of Corrections Evaluation.

The Oregon State Department of Corrections has researched integrated learning systems for their facilities and has concluded that the Josten system was superior and that it fully met the needs of their population. DOC had already purchased the Josten system and will place it in a number of their institutions.

IV. Need for a compatible system within the Adult Corrections System.

It is extremely important to us and a requirement of the Inmate Welfare Committee that the system we select be completely compatible with the state. As I mentioned, the state has selected the Josten system.

This "disk compatibility" is critical due to the considerable movement that occurs between our facilities and the state facilities. A jail inmate could start the program while on a pretrial status. If this inmate was convicted and sentenced to a state facility, he could take his "disk" with him and could immediately resume his educational program at the point he left it in our jail. This has become even more important due to the fact that state prisoners are serving shorter sentences. A head start into the educational program while in the county jail would increase the inmates' potential for success.

MEMORANDUM  
December 28, 1992  
Page 3

The benefits of this compatibility would be greatly enhanced if the Department of Community Corrections also purchases the Josten system for a field probation location.

- V. The Josten system is only supported by three hardware platforms; IBM, TANDY and Josten's manufactured by Dell.

There are considerable benefits to purchasing the entire package (software, hardware and services) from the same vendor. These benefits include the integration and testing of hardware components, loading and testing system software on the hardware, insured compatibility and coordinated more timely system installation.

The state has sought bids on the hardware requirements. The low bid for the necessary hardware was from Josten. This would support our desire to purchase both software and hardware as a package from Josten. The hardware would be purchased utilizing the State's selected bid.

Thank you for your consideration of this matter. I have enclosed a copy of the Jostens's price proposal for our system and a copy of the feasibility study completed by the State Department of Corrections.

WTW/ct/4557X.WP/24B

# **JOSTENS LEARNING CORPORATION COST PROPOSAL**

**PREPARED FOR:** Mr. Bill Wood, Commander Probation Division  
Multnomah County Sheriff's Department

**DATE PREPARED:** 13-Nov-92

**Description:** 6 Station INVEST Laboratory With  
6 Station Compton's Encyclopedia Add-on

**Perpetual Software License(\*):**

6 Station INVEST Laboratory with three Tiers  
6 Station Compton's Encyclopedia Add-on

**Including:**

- Software Installation
- Instructional Software
- Management Software

**Support Services (Required for the first year):**

**Includes, for one year:**

- Initial Inservice Training (Five Days, 2 Participants at a Jostens Learning training center) (Includes travel, lodging and meals for 2 persons)
- Ongoing Staff Development and/or Systems Training (Two Days on-site)
- Software Enhancements and Replacement Coverage
- Remote Diagnostics/Technical Assistance (Toll-Free Help-Line and Modem Support)
- Consumable Supplies (Workbooks) for up to 10 students per station

**Distributed Materials:**

- Extra set of Documentation

**Hardware:**

(See Attached Configuration)

**Hardware Maintenance (Optional):**

(Includes, for one year)

- Replacement of Lost, Stolen, or Broken Equipment
- On-call Technical Consultant Visits as Needed

**TOTAL COST:**

☆ \$29,000.00

☆ \$12,030.00

☆ \$150.00

\$20,231.00

\$1,100.00

\$62,511.00

41,180<sup>00</sup>

.....Continued on next page

**JOSTENS LEARNING CORPORATION**  
**COST ANALYSIS - Page Two**

(\*) A Perpetual License entitles your organization to use the INVEST software into perpetuity without paying any mandatory fees in subsequent years.

Note: A maximum of eighteen (18) Compton's stations per file server can be added to an INVEST system.

Note: This Cost Proposal does not include electrical upgrades, installation of distributed network wiring, or conduit.

Note: Prices are valid through December 31, 1992, and if applicable, are subject to sales taxes. Prices as shown represent a one-time purchase price. Jostens Learning does not require payment of continuing service or maintenance fees in subsequent years.

All prices quoted, with the exception of hardware, are proprietary and confidential.

**Jostens Learning**  
**HARDWARE SPECIFICATIONS**

11/13/92

*Standard w/ 650 MB Hard Disk and 1 CD-ROM*  
**Jostens Learning 486DX/33 File Server**  
**Ethernet**

<u>Qty.</u>	<u>Item #</u>	<u>Item Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<b>Lab Manager Station</b>				
1	1-JLC486	Jostens Learning 486DX, 33MHz, 8MB RAM, 650MB SCSI Hard Drive, DOS 3.3, 1.44 MB Drive, VGA Color Monitor, Keyboard	\$3,724.00	\$3,724.00
1	360-1442	16-Bit SMC/WD Ethernet Adapter	\$143.00	\$143.00
1	360-1440	20' Thin Ethernet Cable	\$15.00	\$15.00
1	360-1445	Terminator Kit	\$22.00	\$22.00
1	360-1513	System Mouse	\$60.00	\$60.00
1	1-2380001	Lexmark Printer w/Cable	\$327.00	\$327.00
1	5525ES	Wangtec Tape Drive, Sytos+ Software, Adaptec SCSI Interface Card	\$1,320.00	\$1,320.00
4	DC6525	Cartridge Tape	\$30.00	\$120.00
1	430-1112	Novell 2.2 Advanced NetWare (50 users)	\$2,000.00	\$2,000.00
1	1-DM5021T	Texel CD-ROM Drive/Cable/Card	\$688.00	\$688.00
1	SK1	Starter Supply Kit	\$132.00	\$132.00
1	LER-R/RJ	Lanet BNC 8 Port Repeater	\$1,985.00	\$1,985.00
1		Terminator Kit	\$22.00	\$22.00
1	1-S4-216	Backup Power Supply	\$825.00	\$825.00
1	1-MLB340	Microcom Modem, Cable, CC+ Software	\$700.00	\$700.00
1	1MOBSP	Multi-Outlet Box w/Surge Sup.	\$12.00	\$12.00
<b>Total Cost Lab Manager Station(s)</b>				<b>\$12,095.00</b>
<b>Student Station</b>				
6	1-JLC386	Jostens Learning 386SX, 25 MHz, 1MB RAM, 1.44 Disk Drive, DOS 5.0, Mouse Keyboard, VGA Color Monitor	\$945.00	\$5,670.00
6	360-1442	16-Bit SMC/WD Ethernet Adapter	\$143.00	\$858.00
6	360-1441	8' Thin Ethernet Cable	\$12.00	\$72.00
6	1-DS201A	Digispeech Adapter	\$153.00	\$918.00
6	S999-26-209	Serial Adapter	\$6.00	\$36.00
6	1-T2400-152	Headset w/Microphone	\$85.00	\$510.00
6	1MOBSP	Multi-Outlet Box w/Surge Sup.	\$12.00	\$72.00
<b>Total Cost Student Station(s)</b>				<b>\$8,136.00</b>
<b>TOTAL HARDWARE COST</b>				<b>\$20,231.00</b>

**NOTE:** Limit of 50 student stations on the Novell network. A 100 station Novell license may be purchased to allow for a maximum of 64 student stations per fileserver. To upgrade workstations to 2MB RAM add \$50/station; 4MB RAM add \$150/station. For network printer control the printer must be connected to the file server.

! Installed on one student station for file server backup.

All hardware prices and configurations are based on manufacturers availability and are subject to change without prior notice.

**FEASIBILITY STUDY  
DEPARTMENT OF CORRECTIONS  
JUSTIFICATION FOR COMPUTER ASSISTED INSTRUCTIONAL PROGRAM  
AUGUST 14, 1992**

**I. ENVIRONMENT AND PROBLEM DESCRIPTION**

Each year the Department of Corrections (DOC) receives more inmates. The State commits about 500 inmates to prison per month. About half are sentences for less than six months and are assigned to Columbia River Correctional Institution or Santiam Correctional Institution. These 250 go directly from intake to release planning and processing. Because of the short stay these short term inmates receive very little treatment.

The DOC is mandated to provide treatment and a pre-release transition program for inmates. The inmate population has a 30% illiteracy rate in functional reading skills and a 70% rate in functional math skills. No matter how much we can change attitudes and motivate inmates, they will not succeed on the outside without basic reading, writing and math skills.

**II. SUCCESS FACTORS**

This program is directed toward short term inmates. Today, far too many of these individuals return to criminal conduct and to our facilities. If we can combine the pre-release efforts with a computerized literacy program, we would have a good job readiness program. Such programs have proved to be successful in other states.

Feedback will be available from tracking modules within the software and can be used to compare results within 6 to 12 months. The program will be successful if inmates being released from prison, with this education program, score higher upon completion than those using other methods to gain the same education.

Longer term results such as progress beyond release will be monitored over a two year period. Some results should be available in 6 to 12 months. The program will be successful if released inmates are more successful under this program than other inmates being released.

This program provides a continuum of educational services with the potential to connect inmates developing functional literacy skills with professional-technical education programs at community colleges once they are released.

The project will increase access to the functional literacy curriculum at the minimum security facilities that now have limited educational programs, and will provide another educational option for inmates; one they can manage independently and at their own pace.

Of special significance is the Oregon Workforce 2000 Act II, a statewide initiative directed toward developing the best trained workforce nationally by the year 2000. The Computer Assisted Instructional Program curricula will be especially sensitive to the work place.



This approach provides better management of independent education plans and will allow students to work and be tracked in a variety of learning activities aimed at their functional and employment needs. This computer assisted program coupled with the pre-release program will assist inmates to become functionally literate. It will enhance the potential for a smooth and supportive transition from prison to the community and programs available through the local parole/probation offices, community colleges and other local service providers.

The greatest impact is the belief that a continuum of services, that truly meet the needs of the inmate, greatly enhances their chances of staying out of prison. Even if 5% of those involved in this program did not return to prison, the savings to the state would more than pay for this program and many more like it.

### **III. CURRENT SITUATION**

House Bill 3437 (ORS 421.084) says "Provide mandatory literacy programs for individuals testing below a functional literacy level that is defined as a score below 230 on the Oregon BASIS test or 8th grade equivalency on other standardized tests". However, inmates sentenced to less than six months are exempt from this mandate because of time constraints. Therefore, longer term inmates have priority access to current literacy programs.

House Bill 3302 (ORS 421.400 says in part, "Within resources available, there shall be sufficient work, education, and treatment programs to ensure that every eligible inmates is productively involved in one or more programs".

Currently the DOC is falling short in its responsibilities to short term inmates:

- There are waiting lists for entry into our education programs.
- The length of most treatment programs is prohibitive.
- Another cause is the variation in the level of inmate readiness and available time for program involvement.

Most inmates reentering the community and the job market go forth with many barriers to overcome. This program is designed to meet their need in the educational area. Today's work place is requiring a higher level of reading, writing, math, and speaking skills; it is in our best interest to meet these needs.

These factors have created a need for an individualized flexible and variable-paced education/pre-release program for short term inmates. Due to these issues and problems, the department developed a 200 hour pre-release program to provide inmates with better life and work preparation skills. Initial response to this training has been positive from both inmates and staff. A literacy program is an important ingredient in this effort.

The DOC has Performance Measures that relate to inmate education:

- The percent of inmates completing educational programs who remain in the community for 12 months
- Work/Programs available per inmate population
- Percent of inmates employed six months following release

This is one of the DOC's programs to achieve our performance goals.

#### **IV. CONSIDERED APPROACHES**

Other approaches under consideration included:

- Hiring teachers for this program
- Teachers for this environment are hard to find and the cost is high. This approach would cost more than the proposed system and the Instructional Assistants to support it. Four FTE's would be required to provide the level of services needed for this program.
- Send minimum security inmates out to the local community colleges for educational services

This was done in the past and was terminated due to the security problems created for the institutions and the local community. Correctional Officers would be needed for transport and security. It is too expensive to pursue.

A self-paced Computer Assisted Instructional Program is reasonable in cost and has the advantage of allowing inmates to progress at their own pace. Other approaches do not provide for an individualized variable-paced educational program. To be effective a program must allow inmates to work at their own individual speed, skill level, and to work at different times. It also can be operated by Instructional Assistants rather than teachers.

Computer assisted instruction meets the need of educational programs with multiple sites, mobile users and tight budgets. The software includes a management module that collects and records results of student performance and generates management reports. This data can be reviewed by classroom, program, or institution, which benefits management and the individuals participating in the program.

This program can meet our present needs. If this pilot program proves to be a viable learning tool in our environment, we will place computer assisted programs in other institutions. Similar needs exist both inside institutions and out in our city/county parole and probation offices and jails statewide.

Efforts are being made with city and county officials to standardize the educational programs used by inmates statewide. Providing the same educational software and systems in state, city and county facilities will make the transition out of one educational environment and into another smoother and will facilitate program transfer from one system to another.

## **VI. IMPLEMENTATION SCHEDULE**

The plan is to combine this computer assisted educational program with the 200 hour pre-release program currently being offered to this same group of inmates. We will track and evaluate the progress, after release, of those inmates who receive these literacy program services. To do this the following must occur:

- Install two 10-station computer assisted education laboratories in the CRCI/SCI correctional institutions for use by inmates in the pre-release program, (These same laboratories will be used for general population education when not utilized by the pre-release program).
- Assess, test, and develop a prescriptive educational plan for up to 500 inmates preparing for release.
- Provide educational skills to at least 500 inmates, through the Computer Assisted Instructional Program, which will:
  - teach them to read, write, and perform math
  - assist in raising existing grade levels in a wide variety of educational areas
  - upgrade existing skills to meet the labor market needs
  - provide remediation for those preparing for GED attainment
  - provide English as a second language for those who are non-English speakers.

After researching integrated computerized learning systems for eight months we have learned that they have a lot to offer our environment.

## V. SOLUTION ANALYSIS

The DOC spent eight months researching Computer Assisted Integrated Learning Software. This was done in a joint effort with other educational service providers at the city and county level. Both adult and youth providers were included. This research included demonstrations and visits to operational programs in the Oregon-Washington area.

Based on the research, WASATCH, JOSTEN'S AND WICAT clearly have more to offer than other vendors. The recent merger of Jostens & Wicat makes the Jostens software the one that can meet all of the educational needs we and other Oregon units of government have at this time.

Josten's educational components range from the lowest literacy level through the college level. Other components include English as a second language, problem solving, GED, Job/Career/Life Skills and Word processing. The software makes use of sound and graphics. It also has a management component that allows for tracking inmate progress and provides management reports.

The total cost of placing a pilot ten-station system in CRCI and SCI is \$130,840. We have the facilities for this program. The plan is to install the equipment and software by October 1, 1992, and begin the first group about October 15, 1992.

### **BUDGET**

Hardware	\$46,980
Software	\$64,000
Maintenance/Support	\$19,860
<hr/>	
TOTAL	\$130,840

Instructional assistant costs will be funded by the General Fund, Adult Basic Education and the grant from Criminal Justice Services Division.

About 14 inmates not returning to our facilities would cover the cost of this program.

Although this is difficult to measure, it is well worth the effort and cost to measure the programs educational benefits in areas we can measure. We must institute programs to impact the recidivism rate the state is facing. Inmates improving these basic skills and abilities is necessary for their success in today's world.

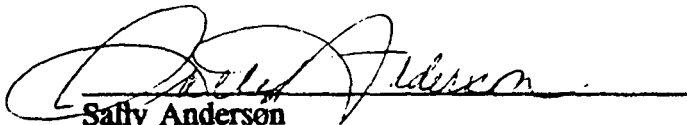
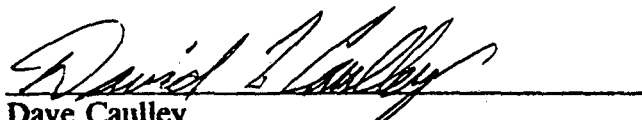
The intent is to provide a computer assisted literacy program operated in conjunction with the pre-release training so inmates have the best preparation and opportunity at release as possible. The pilot project will impact approximately 500 inmates, both men and women, over the next year. The target population will be inmates six to eight months from release to parole.

## VII. PROCUREMENT STRATEGY

It is the intent of the DOC to procure this hardware and software through several means. Some equipment is on price agreement, some will be bid, and the software will be sole source. Sole source is justified because we want the same software statewide including city and county systems.

## VIII. MANAGEMENT APPROVAL

We have read this feasibility study carefully and concur with its recommendations.

  
Sally Anderson  
Denis Dowd  
Dave Caulley  
Jean Hill



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS  
421 S.W. 5TH, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-3701  
FAX (503) 248-5376

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

*Contact: Cary Harkaway 3039  
Home - 246-0961*

TO: Lillie Walker  
Purchasing Director

FROM: M. Tamara Holden, Director *M. Tamara Holden*  
Department of Community Corrections

SUBJECT: PCRB Contract Exemption

DATE: January 29, 1993

We are proposing to purchase integrated learning system software and technical support from Jostens Learning Corporation for development of a literacy lab. We were recently awarded a U.S. Department of Education grant for that project. The total cost of the agreement with Jostens would be about \$63,500 for the first year and about \$9,000 in year two.

The reasons for our request for an exemption to the competitive bidding process are as follows:

### I. Our Department's Evaluation of Competing Systems

- A. Our Department conducted a thorough evaluation of the products available from September 1991 through February 1992. We evaluated the following systems:
1. Computer Curriculum Corporation
  2. IBM (PALS)
  3. The Roach Organization (PLATO)
  4. Jostens Learning Corporation (INVEST)
  5. Wasatch Educational Systems
  6. Wicat Systems

## B. Evaluation Criteria

### 1. Curriculum

- a. Must provide a fully integrated, objective based curriculum (not just a collection of courses) covering grade levels 1 through GED.
- b. Must be developed specifically for at-risk adult populations.
- c. Must focus on content areas and provide practical applications relevant to adult interests and concerns.
- d. Must introduce and develop concepts and develop higher order thinking skills at all curriculum levels.
- e. Must include comprehensive life skills and employment skills relevant to at-risk adults.

### 2. Management System

- a. Must be able to retrieve and analyze data based on learner performance, demographics, and other variables.
- b. Must be able to produce customized reports to satisfy unique department requirements.
- c. Must allow for curriculum customization using system courseware as well as third party courseware (open architecture) and off-line materials.

### 3. Vendor

- a. Must be able to demonstrate experience working with corrections populations.
- b. Must demonstrate a commitment to future product development for adult at-risk populations.
- c. Must be able to provide a "turn-key" installation including software, hardware, training, support, and maintenance using internal vendor resources.

### C. Our Findings

Although a number of systems provide satisfactory literacy, adult basic education, and GED environments, with adequate technical support, **Jostens offers significant advantages in adult learner applications and data management and reporting.** Those are key concerns for our program. The results of our evaluation are summarized below.

	CCC	IBM	Jostens	PLATO	Wasatch	Wicat
Basic Literacy	-	2	8	-	-	10
ABE/GED	4	2	9	5	8	10
Life Skills Thinking Skills Employment Skills	2	-	10	5	8	-
Suitability for our target pop.	5	2	10	7	7	5
Reporting	unk.	unk.	10	8	8	unk.
Graphics	unk	4	10	5	10	5
ESL	yes	no	yes	yes	yes	no
Support/Maint.	yes	yes	yes	yes	yes	yes
Turn-key system	yes	yes	yes	yes	yes	yes

### II. Oregon Department of Corrections Evaluation

During the period that we were researching Integrated Learning Systems, the Oregon Department of Corrections was doing the same. The Oregon DOC reached the same conclusion that our Department did: the Jostens product is superior and meets the specific needs of an adult corrections population. DOC has already purchased the Jostens system for several institutions, including the two institutions that release most of the Multnomah County parolees.

### III. The Need for Continuity in Literacy Programming

Our intent in putting our program together was to provide a seamless opportunity for offenders to benefit from literacy and adult education training. Our target population of offenders below an 8th grade reading level typically passes, in a variety



of sequences, from field supervision to jail and/or prison custody and back to the field. We want to impact this population by making a consistent resource available to them at all stages of their involvement with the justice system. To accomplish that objective, we need to offer the same learning system in Multnomah County that the DOC is offering in its institutions. It is our understanding that the Multnomah County Sheriff's Office is also requesting an exemption from the competitive bidding process to purchase the Jostens system for the same reasons that are outlined above. The Sheriff's Office and our Department believe that our clients will be better served by a standardized literacy program.

#### **IV. Hardware**

The Jostens software is only supported by three hardware platforms: IBM, Tandy, and Jostens' own PC manufactured to their specifications by Dell. The State put the hardware configurations for their installations and ours out for bid. The bid for our hardware was awarded to Jostens. The State contact for our hardware purchase is Marlene Longabaugh, 378-4646.

Thanks very much for your consideration in this matter.

c: William T. Wood  
Cary Harkaway

# JOSTENS LEARNING CORPORATION COST PROPOSAL

**PREPARED FOR:**

Mr. Cary Harkaway  
Multnomah County Dept. of County Corrections  
December 21, 1992

**DATE PREPARED:**

**Description:**

20 Station INVEST In The Future Laboratory with  
20 Station Compton's Multimedia Encyclopedia (TM) add-on

**Perpetual Software License\*:**

- 20 Station INVEST Laboratory with three Tiers
- 20 Station Compton's Multimedia Encyclopedia
  - Software Installation
  - Instructional Software
  - Management Software

**Support Services (Required for the first year)\*\*:**

Includes, for one year:

- Initial Inservice Training (Five Days, 2 Participants at a Jostens Learning training center) (Travel, lodging and meals not included)
- Ongoing Staff Development and/or Systems Training (Two Days on-site)
- Software Enhancements and Replacement Coverage
- Remote Diagnostics/Technical Assistance (Toll-Free Help-Line and Modem Support)
- Consumable Supplies (Workbooks) for up to 10 students per station

**Hardware (See attached configuration):**

**Hardware Maintenance (Optional):**

(Includes, for one year)

- Replacement of Lost, Stolen, or Broken Equipment
- On-call Technical Consultant Visits as Needed

**Total Cost, First Year:**

**Continuing Support Services:**

Includes, for Year two:

- Software Enhancements and Replacement Coverage
- Remote Diagnostics/Technical Assistance  
(Modem Support and Toll-Free Help-Line)
- Consumable Supplies (Workbooks)

**Continuing Hardware Maintenance:**

Includes, for Year two:

- Replacement of Lost, Stolen, or Broken Equipment
- On-call Technical Consultant Visits as Needed

**Continuing Service, Year 2:**

Discount for Services Prepaid:

**TOTAL FINANCED, Years 1-2:**

\$52,400.00	
- 2,600	(training)
* 49,800	
* \$13,470.00	
\$37,208.00	
\$2,500.00	
\$105,578.00	\$ 102,978
* \$8,240.00	
\$5,200.00	
\$13,440.00	
(\$1,344.00)	
\$12,096.00	\$ 115,074



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308  
PAULINE ANDERSON • DISTRICT 1 • 248-5220  
GARY HANSEN • DISTRICT 2 • 248-5219  
RICK BAUMAN • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213  
CLERK'S OFFICE • 248-3277 • 248-5222

## NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, March 11, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Contract with Josten's Learning Corporation for the Purchase of "Josten's Learning Invest in the Future Adult Learning Program" Software and Support Services.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing Director Lillie Walker, 248-5111 or the Office of the Board Clerk, 248-3277.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Deborah Bogstad  
Office of the Board Clerk

0044C/1/db  
enclosure  
cc: Lillie Walker  
3/4/93

APPLICATION FOR EXEMPTION  
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

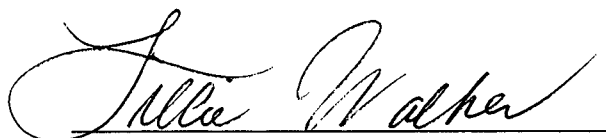
In the Matter of an Exemption to purchase the        )  
software for Josten's Learning Software for        )        A P P L I C A T I O N  
implementation of a Literacy Lab.                    )

1. The attached memorandums from the Department of Community Corrections (DCC), Diagnostic and Program Development Division and from the Sheriff's Office requests a sole source exemption to contract with Josten's Learning Corporation for the purchase of "Josten's Learning Invest in The Future Adult Learning Program" software and the technical support, and the on-going maintenance/licensing agreements that are required. This software will be used for an inmate, parolee and probationer development adult learning program for implementation of a Literacy Lab.
2. The cost of this software and support services for the DCC is \$63,500.00 for the first year and \$9,000.00 for the second year for a total DCC outlay of \$72,500.00. The funding has been approved by the DPMC.
3. Competitive bidding for this item would be inappropriate because there is no other known software developed that would meet the County's needs. Although other learning software is available, they do not meet the stringent need to be compatible with the State of Oregon, Department of Corrections (DOC). The DOC is now implementing Josten's product and due to inmate, parolee and probationer transfers the systems must be compatible with each other. Also, a thorough evaluation of competing products was conducted jointly by DOC, DCC and the Sheriff; and they all reached the same conclusion. The State of Oregon processed an exemption for this product and let contracts for the hardware to run this product. The hardware needed by the County will be purchased separately using the contract let by the State of Oregon.

This request does not encourage favoritism because all other sources checked (see DCC & Sheriff Memos) could not offer the support needed.

4. This is an one time purchase exemption for the software packages and a continuing exemption for the annual maintenance, updates and licensing agreements.
5. The Purchasing Section has reviewed the information provided by the DCC and the Sheriff and has found that an exemption for the purchase of the Josten's Learning System Software is compatible with proper Purchasing procedures.
6. The Purchasing Section recommends approval of the requested sole source exemption.

Dated this 22nd day of February, 1993.



Lillie Walker, Director  
Purchasing, Contracts, & Central Stores



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

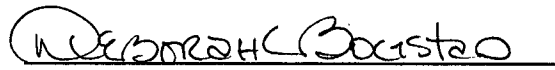
GLADYS McCOY •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

### NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, March 11, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 93-74 in the Matter of Exempting from Public Bidding a Contract with Josten's Learning Corporation for the Purchase of "Josten's Learning Invest in the Future Adult Learning Program" Software and Support Services.

A copy of the Order is attached.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON  
PUBLIC CONTRACT REVIEW BOARD

  
Deborah Bogstad  
Office of the Board Clerk

0044C/4/db  
enclosure  
cc: Lillie Walker  
Cary Harkaway  
Bill Wood  
3/18/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of Exempting from Public bidding a )  
contract with Josten's Learning Corporation for )  
the purchase of "Josten's Learning Invest In The ) O R D E R  
Future Adult Learning Program" Software and )  
Support Services ) 93-74

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to OR 279.015(3)(A) through (5) (B) and PCRB Rule AR 10.100, an exemption to contract with Josten's Learning Corporation for the purchase of " Josten's Learning Invest In The Future Adult Learning Program" Software, Technical Services, Upgrades, Maintenance and Licensing Agreements for Multnomah County, Department of Community Corrections, Diagnostic and Program Development Division and for the Sheriff's Office. The initial purchase of the software for both is \$126,000.00.

It appearing to the Board that this request for exemption, as it appears in this order, is based upon the fact that Josten's software is the only software package that will be compatible with the software and hardware being implemented by the State of Oregon's Department of Community Corrections.

It appearing to the Board that this exemption request is in accord with the requirements of ORS 279.015 and PCRB Rule AR 10.100; now therefore,

**IT IS ORDERED** that the purchase of the insight software package be exempted from the requirement of the formal competitive bid process.

Dated this 11th day of March, 1993.

REVIEWED

LAURENCE KESSLER County Counsel  
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

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

By Sharron Kelley for  
Gladys McCoy, County Chair  
Sharron Kelley, Commissioner

Meeting Date: MAR 11 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Request for Exemption from Vacant Position Deletion Policy

BCC Informal \_\_\_\_\_ BCC Formal 3/11/93  
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT H. Miggins, K. Bacon TELEPHONE X-3308/X-3162

PERSON(S) MAKING PRESENTATION Kelly Bacon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

3/22/93 Annotated Minutes to  
Kelly Bacon & Hank Miggins

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -3 PM 1:07  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty  
Or

DEPARTMENT MANAGER 4

(All accompanying documents must have required signatures)

Support Enforcement is a section in the District Attorney's Office that establishes paternity and child support orders and collects support for Multnomah County residents as mandated under ORS 25.080. It is 66% funded by the Federal Government and Multnomah County receives incentive revenue based on its cost effectiveness.

We are currently engaged in cost effective measures to change from a court oriented system to one that is more administrative, relying upon paralegals rather than attorneys. In the Fiscal Year 1992-1993 budget, we eliminated two (2) attorneys and replaced them with Support Enforcement Agents (paralegals). Having already reduced the attorney positions, our next phase is to place two (2) Support Enforcement Agent positions that are currently underfilled. Because these positions have been underfilled, there will not be any budgetary impact.

The agents are critical to our operation and our efforts to become cost-effective. They conduct administrative hearings with non-custodial parents as a procedure to collect support. They negotiate with both parents to arrange payment schedules and resolve complaints regarding wage garnishments, medical insurance, income tax intercepts, etc. In addition, they determine and initiate appropriate administrative and legal action regarding their assigned caseload.

Our collections on child support for the residents of Multnomah County as well as the cost-effective incentives Multnomah County receives into the general fund are dependent on our efforts to continue this plan and we, therefore, request that we be allowed permanent placement of these two Support Enforcement Agents.

SIGNATURE:

ELECTED OFFICIAL

Michael D. Schuck by kgB



July 6, 1992

6250/14

**SUPPORT ENFORCEMENT AGENT**  
(Nonexempt/Classified)

 **RECEIVED**

**MAR 03 1993**

**GLADYS McCOY**  
MULTNOMAH COUNTY CHAIR

**DEFINITION**

To provide technical assistance in establishing and enforcing child support orders and paternity through administrative and judicial processes in accordance with federal and state statutes, regulations, rules and division and departmental policies; to monitor and enforce these orders to collect continuing child support payments; and to handle telephone calls and interviews to and from custodial and noncustodial parents or their attorneys to exchange information for further case processing.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direction from assigned supervisory or professional legal staff.

Exercises no supervision.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Review assigned cases referred from new applications or identified on the computerized child support case management system; determine and initiate appropriate administrative or judicial legal action, including legal action to establish or modify a child support order or to establish paternity for children born out of wedlock; negotiate equitable payment with obligor using Administrative Rule payment schedule and guidelines; determine and initiate appropriate administrative and judicial legal enforcement action, including garnishment of wages or assets, retention of income tax refunds, contempt of court order, blood test orders in establishing paternity, and various interstate legal remedies to collect child support.

Review cases with existing support orders for noncustodial parent's compliance with terms of the order; determine and initiate appropriate administrative and judicial legal enforcement action, including garnishment of wages or assets, retention of income tax refunds, contempt of court, judgment debtor examinations and various interstate remedies to collect child support; contact obligors who have failed to make payments to negotiate payment of arrears or initiate appropriate legal action; initiate action to modify orders when circumstances dictate an adjustment to the existing order.

Respond to phone calls and letters from custodial and noncustodial parents, obligors' attorneys, medical laboratories, Department of Human Resources, Recovery Services Section, other interstate and intrastate child support agencies and other public and private agencies requesting information or registering complaints concerning cases; interview custodial and noncustodial parents and attorneys who come into the office.

Resolve complaints on matters such as dispute of amount of garnishment, tax refund retained, or child support arrearages; initiate legal action to terminate child support orders, satisfy arrearages or review judgments.

Review and prepare cases docketed in court for hearings or trials by providing review and explanation of case history; assist with trial preparation for contested paternity cases by locating evidence and witnesses for cases certified to court; may testify at judicial hearings as to reasoning for conclusions.

Conduct administrative judgment debtor examinations to determine obligors wages, assets and ability to pay; negotiate equitable payment, agreement or stipulation with obligor.

## **SUPPORT ENFORCEMENT AGENT**

Page 2

### **EXAMPLES OF DUTIES (Continued)**

Prepare documents and may represent agency as authorized representative by presenting testimony at formal administrative hearings to establish child support orders.

Review all case information to ensure required and appropriate supporting documents and affidavits are available; initiate appropriate action to obtain and evaluate documents; correct or update computer case files; determine case potential.

Conduct limited locate efforts by telephoning previous employers, friends and relatives, and other available sources of information when alleged father or obligor's whereabouts are unknown.

### **QUALIFICATIONS**

#### Knowledge of:

Basic knowledge of the principles of work organization and simplification.

Basic knowledge of arithmetic (addition, subtraction, multiplication, division and percentage).

Basic knowledge of collection techniques sufficient to resolve problems, provide information, and collect and organize data in a narrative format.

Extensive knowledge of child support laws and legal procedures and Support Enforcement Division policy.

#### Ability to:

Interview, ascertain information, negotiate and obtain agreement from people of various socioeconomic backgrounds, including those who are uncooperative or hostile.

Exercise judgment and discretion in applying rules and policies.

Learn and apply the principles, practices, and procedures of establishment, enforcement, and collection of child support obligations.

Learn and apply State and Federal statutes and Administrative Rules governing child support and debt collection.

Learn legal processes and procedures.

Review and evaluate financial documents and determine obligor's ability to pay.

Read legal documents.

Communicate legal principles and guidelines verbally and in writing.

Operate a video display terminal and personal computer.

Effectively represent the agency in administrative hearings and to present testimony at administrative and judicial proceedings.

## SUPPORT ENFORCEMENT AGENT

Page 3

### QUALIFICATIONS (Continued)

#### Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Experience:

Two years of increasingly responsible para-legal or collections experience.

AND

#### Training:

Equivalent to completion of the 12th grade supplemented by coursework or training in collections, legal assistant, or a related field.

517ES

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 2-11-93

**NAME** Arlene Collins

**ADDRESS** \_\_\_\_\_  
**STREET**

\_\_\_\_\_  
**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** 26

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

#2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 3-11-93

**NAME** ROBERT MORRIS SMITH

**ADDRESS** 2830 SE MORELAND LANE  
**STREET**

PORTLAND 97202  
**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-6

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**





# Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

March 1, 1993

TO: Chairperson Gladys McCoy  
Board of County Commissioners

FM: John Legry, Director CIC

RE: Citizens' Convention Request for Agenda

*John*  
**RECEIVED**

**MAR 02 1993**

**GLADYS MCCOY  
MULTNOMAH COUNTY CHAIR**

*@ KM*

The independent group of citizen leaders serving as Steering Committee and Subcommittee Chairpersons for the recent Citizens' Convention have asked us to forward the attached material with a request for action.

CIC passes the attached in accordance with its charter responsibility to facilitate citizen communication with the Board.

Our understanding is that the timing expressed in the request is necessitated by the Convention ordinance which requires a Board response within ninety days of receiving the Convention report. As part of that response, the Convention leadership hopes to refer the attachment to the ballot as negotiated by the process they have suggested.

If CIC can be of any help to you in working with these citizens, please call 248-3450. The citizens have asked us to facilitate the requested March 5 meeting, and CIC will assist in this regard.

Thank you for your time and attention. Please call if you need more information.

CC: Michael Schultz, Chair CIC

# Citizen Convention



Bruce Greene, Chairperson  
220 S.E. 102nd  
Portland, Oregon 97213  
(503) 257-4820 (Ofc.)  
289-4153 (H)

Chairperson Gladys McCoy  
Board of County Commissioners  
Multnomah County, Oregon

Dear Chair McCoy:

The Steering Committee and Subcommittee chairpersons of the Citizens' Convention met this date to consider the Convention's request for a Committee on Government Review to be forwarded to the voters for approval on the earliest ballot.

Empowered by the citizens of Multnomah County, we are attempting to fulfill the spirit of the Convention. According to the Convention Ordinance, it is clear that the Convention process ends when the voters close it.

We, therefore, propose the following:

As Chair of BCC we request that you sign and submit the attached resolution creating a subcommittee, consisting of two members of the Board, to meet with our group to work out the language for the Government Review Committee to be referred to the ballot.

We are certain that we can collectively develop answers to any concerns the Board may have regarding this ballot proposal and any resultant committee process.

Thank you for your attention. We expect to hear from you by Wednesday, March 3 and to meet preliminarily with the two selected commissioners on March 5 at the DES Conference Room, #207.

Sincerely,

Dick Levy, Chair Citizens' Convention



# REPORT OF 1992 MULTNOMAH COUNTY CITIZEN'S CONVENTION NOVEMBER 21, 1992

## STEERING COMMITTEE

BRUCE GREENE, CHAIR  
GLORIA SHIEWE, VICE CHAIR  
A. E. BRIM, TREASURER

DOUG GRAHAM  
CLYDE BRUMMEL  
NORMAN STOLL  
GALE GILLILAND  
DAVID LITTLE

LORETTA BENSON  
LAFAYETTE KEATON  
PHIL ALBERTS  
ALICE BLATT  
CHUCK HERNDON

## SUB-COMMITTEE CHAIRS

KAY DURTSCHI  
MARC ABPAMS  
JOHN LEGRY  
BOB SMITH  
JOY AL-SOFI  
CHAUNCE VENUTO  
GLORIA TODEA  
MEL HAMLTON  
KATHLEEN SILMON  
JIM DUNCAN  
DICK LEVY  
THOMAS BUSCH

LAW ENFORCEMENT AND CORRECTIONS  
CONVENTION RULES  
ADMINISTRATION / LABOR RELATIONS  
MENTAL HEALTH  
TAXES AND ASSESSMENT  
ROADS AND BRIDGES  
ELECTIONS  
PLANNING AND ZONING  
EDUCATION  
WATER, SEWER, FIRE AND ENVIRONMENT  
HEALTH AND HUMAN SERVICES  
PARKS AND RECREATION

## SIGNATURES

## CIVIC ORGANIZATIONS

Chuck Herndon

NEMCCA

LaFayette Keaton

AIAP, NIVA

Angel Olsen

CIC Executive Committee

Mel Hamilton

Chair, Humboldt N.A., OCHA

Marc Abrams

Multnomah County Citizen Budget Advisory

Bob Smith

Mult. Co. Democratic Central Committee

Gloria Schiewe

N.W. Labor Council

Gale Gilliland

S.E. Uplift, Pleasant, Valley/Johnson Creek Coor.

Kay Durtschi

Southwest Neighbors

Jim Duncan

Beaumont/Wilshire N.A., Mult. Co. Republican Party

Alice Blatt

Wilkes Community Group, East Portland Dist. Coal.,  
METRO CCI

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Creating a Sub-Committee of the Board of County Commissioners on the Committee for Government Review	)	) R E S O L U T I O N 93-
---	---	------------------------------

WHEREAS, the voters of Multnomah County authorized a Citizens' Convention to address efficiencies and economies in local government; and

WHEREAS, the Convention delegates recommended creation of a Committee on Government Review be referred to the voters for approval; and

WHEREAS, it is in the public interest to encourage meaningful citizen participation in their daily governance; and

WHEREAS, the ordinance creating the Citizens' Convention directed the delegates to refer substantive change proposals to the voters; now therefore

IT IS HEREBY RESOLVED, that the Multnomah County Board of Commissioners hereby establishes a subcommittee of two serving members of the Board to work with the Citizens' Convention Steering Committee and Subcommittee Chairpersons to develop appropriate ballot language for the earliest possible ballot; and

IT IS FURTHER RESOLVED, that the subcommittee shall complete its work and return a ballot proposal to the full Board of County Commissioners for referral to the ballot by March 25, 1993.

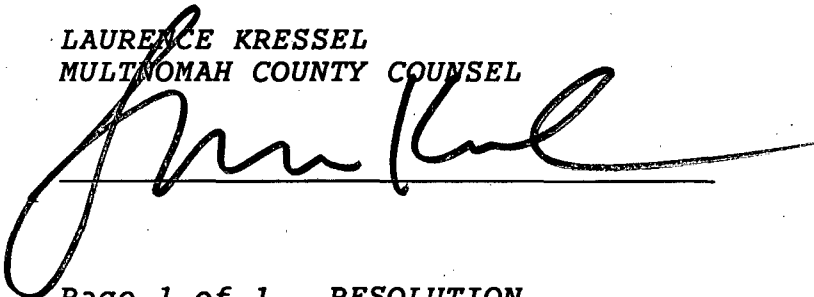
DATED this \_\_\_\_\_ day of March, 1993.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL  
MULTNOMAH COUNTY COUNSEL



BUDGET MODIFICATION NO.

NOND 24

(For Clerk's Use) Meeting Date

MAR 11 1993

Agenda No.

R-7

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT NONDEPARTMENTALCONTACT JEAN BUCCIARELLI

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

(Date)

DIVISION COMMISSIONER DIST 1TELEPHONE X 6216DAN SALTZMANSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification to allocate funds to purchase computers and supplies necessary for office operations

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification transfers \$9,700 from Personal Services into Supplies and Equipment

Personal Services can be cut due to lower salary, fringe, insurance costs

This budget modification does not increase the overall budget of Commissioner Saltzman's office.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR -7 AM 11:09

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

WILLIAM C. BOUSTAD

3/11/93

Don Saltzman

3/3/93

## TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

COMMISSIONER DAN SALTZMAN  
Fund 100 Agency 505 Obj 8400

NEW COMPUTER EQUIPMENT  
OTHER EQUIPMENT

<u>Description</u>	<u>Amount</u>
Computers:	
Three AST 486SX/25 Computers @ \$1314.28 each	3,942.84
Three 5 1/4" floppy drive @ 89.61 each	268.83
3 1/2" floppy drive	
4 mg RAM	
120 mg hard disk	
MS Dos 5.0	
MS windows & Mouse	
Three .28 Non-interlaced Super VGA	
14" Monitors	
Software (including one user manual):	
WordPerfect for Windows	245.27
(2 additional licenses @ 155.99 ea)	311.98
Filemaker Pro for Windows Database	250.00
(one additional license @ 204.00)	204.00
Printer:	
Hewlett Packard Laserjet IV	1297.41
2 mg RAM	
Additional 2 mg RAM	150.00
LAN connection:	
NIC \$150.00 per PC (X 3)	450.00
Wiring \$200.00 per PC & print port (X 5)	1000.00
(includes future use for 4th office)	
Net port for printer	560.00
Hub (8 port)	400.00
Total LAN connection	2,410.00
Ergonomic Chair for Commissioner	600.00
<u>TOTAL AMOUNT</u>	<u>\$9680.33</u>

BUDGET MODIFICATION NO.

NOND #25(For Clerk's Use) Meeting Date MAR 11 1993Agenda No. R-8

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT NONDEPARTMENTALDIVISION CITIZEN'S INVOLVEMENTCONTACT JOHN LEGRYTELEPHONE X 3450

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

JOHN LEGRYSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Transfers funds from Materials and Services into Equipment for a computer

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

Transfers \$1,000 from printing and \$800 from postage to Equipment for a replacement computer for a 'dead' 1985 computer

This budget modification does not increase the appropriation for Citizen's Involvement.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

CLERK OF  
COUNTY  
BOARD OF  
1993 FEB 25 AM 8:30  
CLERK OF  
CLATSOP COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

\$ \_\_\_\_\_

Date

After this modification

\$ \_\_\_\_\_

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		

## TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 93

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND25	C	100	50	9030			6120	6,000	5,000	(1,000)		PRINTING
NOND25	C	100	50	9030			6200	4,065	3,265	(800)		POSTAGE
NOND25	A	100	50	9030			8400	0	1,800	1,800		EQUIPMENT
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

## TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	

Meeting Date: MAR 11 1993

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Exempt Job Title & Salary Range Revisions

BCC Informal 3-9-93  
(date)

BCC Formal 3-11-93  
(date)

DEPARTMENT Non-Departmental

DIVISION Employee Services

CONTACT Curtis Smith or Susan Ayers

TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):  
This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, which was installed in 1991, up to date. The four major changes proposed are 1) consolidate and update social services jobs and ranges to reflect a review of the Mental Health, Youth & Family Services Division exempt jobs (no cost); 2) create new classifications in the Finance Division and the Department of Environmental Services (no cost); 3) change the civil service status of Lieutenant positions in the Sheriff's Office; and 4) adopt 4/1/93 ranges for the new titles (4/1/93 ranges have already been adopted for all other exempt positions).

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -1 PM 4:54  
MULTNOMAH COUNTY  
OREGON



ORDINANCE FACT SHEET

Ordinance Title: Exempt Job Title & Salary Range Revisions

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored): This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, adopted in 1991, up to date. The four major changes proposed are 1) consolidate and update social services jobs and ranges to reflect a review of the Mental Health, Youth and Family Services Division exempt jobs (no cost); 2) create new classifications in the Finance Division and the Department of Environmental Services (no cost); 3) change the civil service status of Lieutenant positions in the Sheriff's Office; and 4) adopt 4/1/93 ranges for the new titles.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

This is almost a universal practice.

What has been the experience in other areas with this type of legislation?

This is a normal way to keep an exempt classification plan up to date.

What is the fiscal impact, if any?

No fiscal impact. Exempt ranges can be changed with little or no fiscal impact because they do not have "steps"; consequently, raises are given only to employees who fall below the new minimum salary.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Gladys McCreary

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                   FOR MULTNOMAH COUNTY, OREGON

3                   ORDINANCE NO. \_\_\_\_\_

4                   An ordinance amending Ordinance No. 733, in order to  
5                   add and delete exempt salary ranges.

6                   MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7                   Section 1. FINDINGS.

8                   A. Multnomah County, Oregon (hereinafter "County")  
9                   employs a variety of individuals excluded from any collective  
10                  bargaining agreement referred to as "Exempt" employees.

11                  B. It is the County's policy to establish an Exempt  
12                  Compensation Plan that provides such salaries as necessary for  
13                  the County to recruit, select, and retain qualified management,  
14                  supervisory, administrative and professional employees; that  
15                  recognizes employee performance, growth, and development; that  
16                  maintains an appropriate internal relationship between job title  
17                  and employees based on job responsibilities, qualifications, and  
18                  authority; and that maintains parity between equivalent exempt  
19                  and nonexempt positions.

20                  C. The Personnel Officer is responsible for  
21                  developing and recommending compensation plan adjustment  
22                  recommendations to the Multnomah County Board of Commissioners  
23                  (hereinafter "Board").

24                  Section 2. DELETION AND ADDITION OF JOB TITLES AND RANGES.

25                  A. The following job titles established in Exhibit A

and Exhibit B of Ordinance No. 733 are hereby deleted, effective  
January 1, 1993:

Children's Clinical Services Administrator  
Children's Mental Health Partners Project Supervisor  
Community Corrections Program Services Manager  
Community Corrections Special Services Manager  
Deputy Director/DES  
Developmental Disabilities Administrator  
Direct Clinical Services Supervisor  
Probation/Parole Branch Manager  
Probation Services Manager/Senior  
Regional Drug Initiative Program Supervisor

B. The following job titles and salary ranges are  
hereby added to Exhibit A of Ordinance No. 733, effective  
January 1, 1993:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Child & Adol. M. H. Mgr.*	41,081	49,306	57,531
District Manager/DCC *	41,081	49,306	57,531
Financial Analyst	33,814	40,581	47,348
Juvenile Counsel. Admin.	35,489	42,604	49,698
Management Asst/DES *	37,273	44,737	52,178
Program Develop. & Eval. Mgr. *	41,081	49,306	57,531
Program Services Admin./MHYFS	33,814	40,581	47,348

\*Unclassified, non-Civil Service position pursuant to MCC

3.10.100.

1                   The following job titles and salary ranges are  
2 hereby added to Exhibit B of Ordinance No. 733, to be effective  
3 April 1, 1993:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Child & Adol. M. H. Mgr. *	42,313	50,785	59,257
District Manager/DCC *	42,313	50,785	59,257
Financial Analyst	34,828	41,798	48,768
Juvenile Couns. Admin.	36,554	43,882	51,189
Management Asst/DES *	38,391	46,079	53,743
Prog. Dev. & Eval Mgr. *	42,313	50,785	59,257
Prog. Services Admin./MHYFS *	34,828	41,798	48,768

12                   \*Unclassified, non-Civil Service position pursuant to MCC  
13 3.10.100.

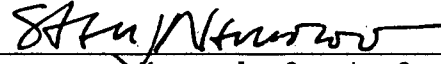
14 Section 3. SPECIAL ADJUSTMENTS.

15                   Effective January 1, 1993, the asterisk is removed from  
16 the classifications of Lieutenant and Lieutenant, Corrections,  
17 thereby making these classifications subject to the provisions of  
18 MCC 3.10 Merit System and changing the status of incumbents in  
19 these classifications from unclassified, non-Civil Service to  
20 classified, subject to Civil Service.

ADOPTED This \_\_\_\_\_ day of \_\_\_\_\_,  
1993, being the date of its second reading before the Board of  
County Commissioners of Multnomah County, Oregon.

By \_\_\_\_\_  
Gladys McCoy, Chair  
MULTNOMAH COUNTY, OREGON

REVIEWED:

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

560E

Meeting Date: MAR 04 1993 MAR 11 1993

Agenda No.: R-6 R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Amending ordinance abolishing the JCC

AGENDA REVIEW/  
BOARD BRIEFING Mar 2 REGULAR MEETING Mar 4  
(date) (date)

DEPARTMENT Non-Departmental DIVISION Dist.2

CONTACT Mike Delman TELEPHONE 248-5219

PERSON(S) MAKING PRESENTATION Comm. Hansen/Chip Lazenby

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 1 minute

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Correction/amending ordinance repealing MCC 2.30.300(K) and (L)  
that abolishes the Justice Coordinating Council.

3/18/93 copy to Mike Delman & Chip Lazenby  
3/19/93 copies to Ordinance Distribution List

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Boy Hansen

Or

DEPARTMENT MANAGER Ray Hansen

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 25 AM 11:02  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. 754

An ordinance abolishing the Justice Coordinating Council, MCC  
2.30.300(K), (L), pursuant to Resolution 93-41.

(Language in brackets [ ] is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I. REPEAL MCC 2.30.300(K) and (L) are Repealed.

~~[(K) Coordinate and staff the activities of the justice  
coordinating council.]~~

~~[(L) Justice coordinating council. The justice services  
coordinating council is established to provide assistance  
to the department of community corrections, the juvenile  
justice division, the Multnomah County sheriff, the  
district attorney, and the other agencies and functions  
with the criminal justice system.~~

~~(1) Policy and purpose. The board of county  
commissioners finds that the local justice services  
system would be more effectively coordinated by the  
addition of a council of elected and appointed  
officials and citizens.~~

~~(2) Membership.~~

~~(a) The council shall consist of 14 members  
appointed in accordance with section 3.70,  
county charter.~~

02/21/93:1

- ~~(i) The Multnomah County chair;~~
- ~~(ii) The Multnomah County district attorney;~~
- ~~(iii) The Multnomah County sheriff~~
- ~~(iv) The presiding judge of the Multnomah County circuit court;~~
- ~~(v) The chief of the Portland police bureau;~~
- ~~(vi) The chief of the Gresham police department;~~
- ~~(vii) The director of community corrections;~~
- ~~(ix) The division manager of the juvenile services division of Multnomah County;~~
- ~~(x) The metropolitan public defender;~~
- ~~(xi) Two members, to be selected from areas such as mental health, social services, the health professions, labor, business, minorities and the religious communities;~~
- ~~(xii) A representative of the citizen's crime commission; and~~
- ~~(xiii) One county resident appointed to a two year term by the citizen involvement committee.~~

02/21/93:1



~~(e) The chairperson and vice chairperson of the council shall be elected by members of the council for a term of one year. The vice chairperson will preside in the absence of the chairperson. Members may send a designee to all justice coordinating council meetings in case of the member's unavoidable absence. The designee shall be eligible to vote.~~

~~(3) Meetings. The council will be convened monthly on a regular schedule as established by the chairperson.~~

~~(4) Duties and responsibilities.~~

~~(a) The council will provide the opportunity for advance notification to justice system decision makers of proposed policy or procedure changes by other system participants.~~

~~(b) The council will provide a mechanism for undertaking and coordinating policy research and demonstration activities and will enhance the return on research and demonstration project investments by allowing system decision makers greater opportunity for information exchange.~~

~~(c) The council shall examine and advise the executive and legislative branches about~~

02/21/93:1

~~custodial supervision ranging from low to high in both institutional and noninstitutional settings and will assist in the development of a system for placement of justice system clients.~~

~~(d) The council shall make regular reports to the board of county commissioners and county chair on all matters affecting Multnomah County criminal justice programs, including:~~

~~(i) System coordination;~~

~~(ii) Policy planning and research, and experimentation in all areas of justice system operations;~~

~~(iii) Jail space;~~

~~(iv) Alternative correctional space;~~

~~(v) Criminal justice legislative packages~~

~~(vi) Criminal justice administrative policy;~~

~~(vii) Law enforcement, prosecution, public defender, courts, and~~

~~(viii) Coordination, preparation, and submission of budget recommendations.~~

~~(e) The council shall prepare and recommend for adoption by the board of county commissioners~~

02/21/93:1

~~a public safety plan for Multnomah County.  
The first step in this planning effort should  
be the development of a model which shows the  
existing allocation of resources to the public  
safety system and how the systems interrelate.~~

~~(f) The council shall monitor the implementation  
of the plan, following board modification and  
approval, and continue to make additional  
recommendations.~~

~~(g) The council shall monitor the board's  
appropriation of new revenue to and approval  
of grant applications in the public safety  
area to assist the board in its commitment to  
act in a manner not inconsistent with an  
approved public safety plan.~~

~~(5) Coordination. The council shall have an advisory  
role to the board of county commissioners and the  
county chair.]~~

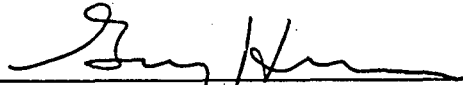
ADOPTED this 11th day of March, 1993, being

02/21/93:1

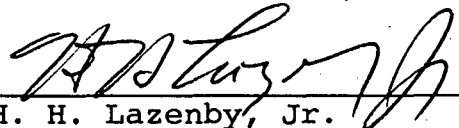
MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 the date of its second reading before the Board of County  
2 Commissioners of Multnomah County, Oregon.



3  
4   
5 Gladys McCoy, Chair  
6 Multnomah County, Oregon  
7 By Gary Hansen, Vice-Chair

8 LAURENCE KRESSEL, COUNTY COUNSEL  
9 FOR MULTNOMAH COUNTY, OREGON

10 By   
11 H. H. Lazenby, Jr.  
12 Assistant County Counsel

13 D:\WPDATA\EIGHT\JUSTICE.ORD\dp

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02/21/93:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

Meeting Date: MAR 11 1993

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Sale of Surplus County Land at Edgefield Farm

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_  
DEPARTMENT Environmental Services DIVISION Facilities & Property Management  
CONTACT Bob Oberst TELEPHONE 248-3851  
PERSON(S) MAKING PRESENTATION Wayne George/Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Tom and Stan Wiebold have offered to purchase 3 acres of Edgefield Land and take option to purchase an additional 3 acres at purchase price of \$30,000 per acre. The land is located on Halsey Street north of MCCF and at the easterly end of the property. Purchasers intend to construct a residential care facility for elderly clients.

*3/22/93 originals & certified copies  
to Bob Oberst & Annotated  
minutes*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*

Or

DEPARTMENT MANAGER *RJP BH William*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 MAR - 1 PM 3:27

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

O R D E R  
# 93-75

It appearing that the real property consisting of approximately six acres of land and described in the SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board this date is surplus to the needs of Multnomah County and is zoned by the City of Troutdale for industrial uses only, thus is suitable for industrial use and constitutes an industrial facility as defined by ORS 271.510; and

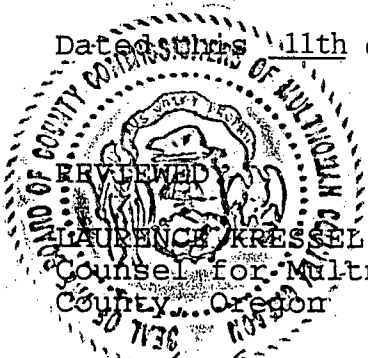
It appearing that Tom Wiebold and Stan Wiebold have offered to purchase three acres of the said real property for the sum of \$90,000.00 and to acquire an option to purchase the remaining three acres for the sum of \$90,000.00 at an option consideration of \$9,000.00 per year for a maximum of three years; and

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

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

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

Dated this 11th day of March, 1993.



By Matthew O. Ryan 3/1/93  
Matthew O. Ryan

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Gary Hansen  
County Chair  
Gary Hansen, Vice-Chair

COMMERCIAL - INDUSTRIAL  
SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.



Portland, Oregon, January 29, 1993

A. Received of Tom and Stan Wiebold, and/or Assigns

hereinafter called "purchaser," in the form of check, cash, note \$10,000.00 as earnest money and part payment for the purchase of the following

described real estate situated in the City of Troutdale, County of Multnomah and State of Oregon, to-wit:

Full legal description to be provided by Seller at closing.

Approximately 6 acres - see attached map.

Parcel I - purchase, Parcel II - option - see attached Addendum, which is a part of this Agreement.

together with the following described personal property: None

which we have this day sold to the said purchaser, subject to the approval of the seller,

for the sum of Ninety Thousand and No/100 Dollars (\$90,000.00)

on the following terms, to-wit: The sum, hereinabove recited for, of Ten Thousand and No/100 Dollars (\$10,000.00)

on Owner's acceptance, as additional earnest money, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

On acceptance of title and delivery of deed or contract, the sum of Eighty Thousand and No/100 Dollars (\$80,000.00)

The balance of N/A

payable as follows: \_\_\_\_\_

SPECIAL CONDITIONS: See attached Addendum.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

In addition to purchase price, Purchaser to pay any required assumption fees and reimburse seller for sums held in reserve accounts on any indebtedness assumed in this transaction.

Parties acknowledge that property may be subject to City, County or State Smoke Detector requirements.

Unless otherwise herein provided, the property is to be conveyed by warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and acceptable to Purchaser

Seller shall furnish to Purchaser a title insurance policy in the amount of the purchase price for the real property from a title insurance company showing good and marketable title. Prior to closing the transaction seller, upon request, will furnish to purchaser a preliminary title report made by a title insurance company showing the condition of the title to the property.

If seller does not approve the sale, or cannot furnish marketable title within thirty days after notice by a written statement of defects is delivered to seller, or, having approved the sale, fails to consummate it, the earnest money herein recited for shall be refunded, but the acceptance by purchaser of the refund does not constitute a waiver of other remedies available to him; but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money shall be retained for and any additional earnest money paid or agreed to be paid shall be paid to seller and this contract thereupon shall be of no further binding effect, it being the intention of the parties that if purchaser fails to complete the purchase purchaser shall pay the earnest money and be free of any further obligations under this agreement.

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, attached floor covering, attached television antennae, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased except: None

The following fixtures are not owned by seller and are not being sold: None

Seller represents: That the building on the property is connected to: ☐ A public sewer system, ☐ A cesspool or septic tank; that he knows of no material structural defects; that all electrical wiring, heating, cooling and plumbing systems will be in good working order and that the balance of the property including yard will be in substantially its present condition, at the time purchaser is entitled to possession; that he has no notice of any liens to be assessed against the property, that he has no notice from any governmental agency of any violation of law relating to the property; except: See attached Addendum

THE SALE ☒ WILL ☐ WILL NOT BE CLOSED IN ESCROW. If closed in escrow, the costs of escrow shall be shared equally between seller and purchaser. If a contract sale, legal fees for contract preparation shall be paid by \_\_\_\_\_ Transfer tax, if any, shall be shared equally by purchaser and seller.

Pro-rates for rents, taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property shall be made as of (check one only) ☐ Date purchaser is entitled to possession; ☒ one (1) \_\_\_\_\_ days after delivery of above mentioned deed or contract

☐ On \_\_\_\_\_, 19\_\_\_\_. Seller to pay all utility bills accrued to date purchaser is entitled to possession. On date purchaser is entitled to possession, purchaser to pay seller for heating fuel then on premises, payment to be handled between purchaser and seller. That portion of any real property tax or assessment or interest thereon which is attributable to a period or periods on or before closing but the assessment of or due date for payment of which has been deferred, shall be paid for by \_\_\_\_\_

(Purchaser/Seller)

Possession of said premises is to be delivered to buyer on or before \_\_\_\_\_, 19\_\_\_\_. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, if the entire purchase price will not be paid in full at closing, the buyer's rights herein are not assignable without written consent of seller.

REALTOR ACKNOWLEDGMENT

B. The undersigned Realtor acknowledges receipt of earnest money from purchaser in the sum of \$10,000.00 evidenced by ☐ cash, ☐ check

☒ promissory note payable on or before at closing

Branch Address: \_\_\_\_\_ Norris, Beggs & Simpson Realtor

Branch Phone: \_\_\_\_\_ 223-7181 Michael J. Tharp Agent

Main Office Address: 121 SW Morrison, #200, Portland, OR 97204

AGREEMENT TO PURCHASE

C. PURCHASER (Print) Tom and Stan Wiebold, and/or Assigns HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY HEREOF WHICH PURCHASER HAS FULLY READ AND UNDERSTANDS AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY SELLER OR ANY REAL ESTATE AGENT WHICH ARE NOT HEREIN EXPRESSED, DEED OR CONTRACT TO BE PREPARED IN THE NAME OF Tom and Stan Wiebold, and/or Assigns

This offer shall automatically expire five (5) days after time of purchaser's signature, if not accepted within that time.

Address 4180 SE Hillyard Road Date Jan 28, 1993

Gresham, OR Zip 97080 Tom Wiebold Purchaser

Phone: Res. \_\_\_\_\_ Bus. Mr. 663-0177 Ms. \_\_\_\_\_ Purchaser

AGREEMENT TO SELL

D. ☐ Seller hereby rejects the foregoing offer and ☐ makes the attached counter offer.

☐ Seller hereby accepts the foregoing offer of purchaser on the terms and conditions specified above. Seller agrees to pay above-named Realtor, or, if this is a co-op transaction, the listing broker, the sum of \$ Per Agreement for services rendered in this transaction. Seller authorizes Realtor or listing broker to order title insurance at Seller's expense and further authorizes them and escrow to pay out of the cash proceeds of sale the expenses of furnishing title insurance, seller's recording fees, seller's closing costs and any encumbrances on the property payable by seller on or before closing. SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHICH SELLER HAS FULLY READ AND UNDERSTANDS. In the event purchaser fails to complete the sale as herein provided, forfeited earnest money shall be distributed as follows: after deduction of any title insurance or escrow cancellation charges: ☐ To Realtor, or if this is a co-op transaction, to the listing broker, to the extent of the agreed commission just as if the transaction had been consummated, with residue to seller; ☐ \_\_\_\_\_

Address 2505 SE 11th Avenue Date \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

Portland, OR Zip 97202 \_\_\_\_\_ Seller

Phone: Res. \_\_\_\_\_ Bus. Mr. 248-3851 Ms. \_\_\_\_\_ Seller

PURCHASER'S ACKNOWLEDGMENT

I, Date \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. Purchaser hereby acknowledges receipt of a copy of above agreement bearing acceptance of this offer by seller. \_\_\_\_\_ Purchaser

F. Co-op transaction between above named Realtor and \_\_\_\_\_ on basis, \_\_\_\_\_ / \_\_\_\_\_ % / \_\_\_\_\_ %

Listing Realtor \_\_\_\_\_ Selling Realtor \_\_\_\_\_

Broker's initials \_\_\_\_\_

REALTOR'S COPY

**ADDENDUM TO SALES AGREEMENT AND RECEIPT FOR EARNEST MONEY**  
**DATED JANUARY 29, 1993**  
**BY AND BETWEEN**  
**MULTNOMAH COUNTY, SELLER,**  
**AND**  
**TOM AND STAN WIEBOLD, AND/OR ASSIGNS, PURCHASER**

**I. Property Description:**

Approximately six acres as outlined on the accompanying map. The property is to be divided into two equal parcels with equal frontage on Halsey Street with the boundary lines between the parcels to be adjusted to Purchaser's satisfaction. Full legal description of both parcels is to be provided by Seller as one result of the survey described below.

**II. Conditions Precedent to Closing:**

- A. Preliminary title report is to be provided to Purchaser by Seller at Seller's expense within ten working day of acceptance of this offer.
- B. Review and approval by Purchaser and by Purchaser's attorney of any and all encumbrances whether or not recorded that affect the property, including but not limited to easement, pathways, coverts and local district assessments.
- C. Review and approval by Purchaser and by Purchaser's attorney of all documents including, but not limited to, offers, acceptances, surveys, environmental reports, feasibility studies and closing statements.
- D. Personal inspection by Purchaser to Purchaser's satisfaction.
- E. Multnomah County will not guarantee that the utilities will be located at the site.
- F. Completion of the survey by a licensed surveyor to be provided to Purchaser at Seller's expense within 30 days after execution of this agreement. Such survey shall identify boundaries, improvements, easements and any encroachments affecting the property as well as the gross land area and shall identify all property monuments.
- G. Completion of economic and engineering feasibility study or studies at Purchaser's expense with results acceptable to Purchaser.
- H. Multnomah County to provide environment studies done by Multnomah County to Purchaser. If any additional studies need to be done, Purchaser will complete such studies and pay for the expense of any additional studies.
- I. Partition of the property into two equal parcels at Seller's expense.



- J. Approval by the city of Troutdale and any other necessary government agencies of Purchaser's proposed use of site.
- K. Financing is subject to being acceptable to Purchaser.
- L. Road improvement costs to Purchaser shall not exceed \$60.00 per lineal foot.
- M. This offer is subject to Multnomah County Commission approving this offer.

**III. Satisfaction or Waiver of Conditions:**

Conditions shall be waived or satisfied within a 120 days after full execution of this agreement. Upon waiver or satisfaction of all conditions, Purchaser shall notify Seller in writing of Purchaser's intent to purchase the property. Closing shall occur no later than 30 days following such notice. If, at the end of 120 days, any conditions remain, though no fault of Purchaser, Purchaser shall be granted an automatic 30 day extension.

If any of the above contingencies are not waived or met, Purchaser shall notify Seller prior to the end of the contingency period. Purchaser's Earnest Money note shall be promptly returned and this offer shall be declared null and void and of no further force or effect on either party.

- IV.** At closing, Seller shall provide Purchaser with bargain and sale deed for parcel 1.

**V. Representations:**

- A. Seller has made arrangements for its real estate broker to be fully compensated in accordance with a separate agreement with the brokers. Purchaser has not utilized the services of a real estate agent or broker in connection with the transaction.
- B. Seller represents that it has good right to sell and convey the property and that it is the owner in fee simple thereof.
- C. Seller represents that no work, labor or materials have been expended, bestowed or placed on the property adjacent thereto or within any existing or proposed assessment district which either remain unpaid for or which a lien may be filed except as listed in the preliminary title report.
- D. Seller represents to the best of its knowledge and belief and after due inquiry, that it has not received nor is aware of any notification from any governmental agency and having jurisdiction requiring any work to be done in order for the property to conform

to any applicable code. Seller further represents to the best of its knowledge and belief, and after due inquiry, that there are no violations of law, regulation or code of any kind connected with the property.

- E. Seller represents to the best of its knowledge and belief and after due inquiry, that it has disclosed all information regarding the property including but not limited to the presence and location of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances and any underground storage tanks in, on or above the property. Seller further represents to the best of its knowledge and belief after due inquiry that there are no underground tanks, and that there is no environmental contamination on the property by any hazardous or toxic materials as defined by any governmental agency.
- F. Seller represents that there is no unrecorded options, easement taxes, assessments, liens, claims, rights, contracts, or pending litigation, including any form of labor dispute affecting the property except as listed in the preliminary title report.

**VI. Option:**

Purchaser shall have the option to purchase Parcel II for a total purchase price of \$90,000.00 upon the same terms and conditions as the purchase of Parcel I hereunder, subject to the following conditions. Said option shall commence upon the closing of the purchase of Parcel I and shall continue for three years thereafter, except as otherwise hereinafter provided. In consideration for said option, Purchaser shall pay to Seller the total sum of \$27,000.00 payable as follows: \$9,000.00 at the time of closing of the purchase of Parcel I, \$9,000.00 upon the first anniversary of said closing, and \$9,000.00 upon the second anniversary of said closing. These payments shall be nonrefundable in the event that Purchaser fails to exercise said option, but shall be applied to the purchase price of Parcel II in the event that Purchaser shall exercise said option. In the event that any of these payments shall not be made on the date required, Purchaser's option to purchase Parcel II shall then immediately expire without further action or notice and be of no further effect. Said option shall be exercised by written notice delivered personally or by U.S. Mail, postage prepaid, to Seller at its address stated herein.

**VII. General Provisions:**

- A. In the event suit or action is instituted by any party to enforce or interpret this agreement or any part thereof, the prevailing parties shall be entitled to recover such sum as the court may judge reasonable as attorney fees at trial and on any appeal of any such suit or action, in addition to all other sums provided by law and or contract.

- B. The parties covenant to each other good faith, complete cooperation, due diligence and honesty and fact in the performance of all obligations pursuant to this agreement. Each party will execute all the necessary documents and take all necessary actions promptly when due or requested by another party to implement the purpose of this agreement and to make it enforceable against third parties.
- C. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- D. Failure of any party at any time to require the performance of any provisions that this agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or of the provision itself or any other provision.
- E. This agreement, with the attached Earnest Money agreement, form and map is the entire agreement between the parties and supersedes all prior statements, agreements or representations. This agreement, once executed by both parties, may not be modified, terminated or amended or any of its provisions waived, except by written instrument, signed by the party to be charged or by an agent dully authorized in writing.
- F. The captions and headings of this agreement are for the convenience only and shall not be construed or referred to in resolving questions or interpretation or construction.
- G. In construing this agreement, it is understood that the party may be more than one person or a corporation; and that if the context so requires, the singular shall be taken to mean and include the plural and neuter and that generally all grammatical changes shall be made and assumed and applied to make the provisions of this agreement apply equally to corporations and to individuals.

MJTtlp rev. 02-08-93  
adwiebol.mjt

**AGREED AND ACCEPTED:**

Tom and Stan Wiebold, Purchaser

By: Tom Wiebold

Date: 2-9-93

**AGREED AND ACCEPTED:**

Multnomah County, Seller

By: Gary Hansen

Gary Hansen, Vice-Chair

Date: March 11, 1993

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK



Meeting Date MAR 11 1993

Agenda No.: R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Springwater Corridor Master Plan

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Dan Layden TELEPHONE 248-5050 X6998

PERSON(S) MAKING PRESENTATION Dan Layden, Mult. Co., & Mary Anne Cassin, City Parks

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Adopt Springwater Corridor Master Plan. The Master Plan was developed by the city of Portland in cooperation with the Transportation Division of Multnomah County. When completed, the Springwater Trail will serve the recreational and transportation needs of an estimated 400,000 users.

*3/22/93 2 copies of Resolution 93-76 to Dan Layden*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER *KB BH Williams*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR - 1 PM 3:27  
MULTNOMAH COUNTY  
OREGON

In the Matter of Adopting the	)	RESOLUTION
Springwater Corridor	)	
Master Plan	)	93-76

REVIEWED:  
JOHN DUBAY  
DEPUTY MILTNOMAH COUNTY COUNSEL  
by *[Signature]*

**SPRINGWATER**

**CORRIDOR**



**MASTER PLAN**

NOVEMBER • 1992

# ACKNOWLEDGEMENTS

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Jim Sjulín, Portland Parks Natural Resources Supervisor

Jeff Smith, Portland Bicycle Program

Jim Soli, Portland Bureau of Environmental Services

Jack Stiverson, U.S. Forest Service

The Springwater Corridor Master Plan could not have been developed without the active participation of Portland's citizens. The Friends of Springwater Corridor has been an enthusiastic and helpful support group.

*Information on the Springwater Corridor can be obtained from:*

*Portland Parks & Recreation*

*1120 SW Fifth Ave., Room 1302*

*Portland, OR 97204 (503)796-5193*



## VISION STATEMENT

*The Springwater Corridor preserves natural surroundings in an area where few natural spaces remain. It creates a refuge from urban bustle and the dangers of automotive traffic by linking city neighborhoods and rural communities with trails designed for walking, bicycling and horseback riding. Meeting community needs, for beauty, recreation and safety, drives planning and upkeep of the Corridor.*

*The Corridor gives direct access to trails along the Willamette River and to a variety of parks in southeast Portland, Gresham and Boring, as well as to wilderness trails in the Mount Hood National Forest. Ultimately, it will connect to the Pacific Crest Trail.*

*The Springwater Corridor is more than a recreation resource: crossing Johnson Creek nearly a dozen times, it preserves an environment in which wildlife native to Johnson Creek, the last free-flowing stream in urban Portland, can thrive after years of neglect. Residents and visitors can better appreciate the heritage of nearby communities by enjoying historical markers along the Corridor which tell stories of the railroad, European settlers, and indigenous people who once depended on the land and Johnson Creek as a waterway and source of life.*

*The Corridor creates a major new non-motorized transportation route linking two counties and four cities together.*

*The Springwater Corridor invites residents and visitors of all ages to meet, play, contemplate nature, and learn more about the city we live in.*

## EXECUTIVE SUMMARY

This master plan sets the direction for development of the Springwater Corridor into the premier urban recreation and alternative transportation corridor in the State of Oregon, with an expected annual user count of over 400,000. With its connections to neighborhood, community and regional parks and open spaces, in addition to employment centers and residential neighborhoods, it will pull users from a region-wide area as well as the 150,000 people who live within a two-mile distance along the route of the Corridor.

The Corridor closes the last major gap in the 40 Mile Loop, and beyond that, makes it possible for a future direct link between the Willamette River and Mt. Hood National Forest. Development of this section of the Corridor will provide a direct separated pedestrian and bicycle connection between Oregon's first and fourth largest cities. The Corridor will be more than a functional, direct transportation route because the route it travels is a scenic one, encompassing Johnson Creek, wetlands and buttes, agricultural fields and pastures, residential and industrial neighborhoods. It runs close to Johnson Creek, one of the last free flowing creeks in the urban area, crossing it ten times in its course to the Willamette River. Because of this proximity, the Corridor can provide environmental education opportunities and greatly broaden the number of "stream keepers" who have ownership in Johnson Creek. The Corridor itself plays an important role in wildlife habitat protection, as it will provide a greenway connection as a wildlife corridor between the habitat resources (such as Powell Butte Nature Park) along the route.

Although the City of Portland owns the entire 16.5 mile long Corridor, many other jurisdictions have played an active role in securing the property and will sponsor implementation of the plan. These jurisdictions include the State of Oregon, the U.S. Forest Service, METRO, Multnomah County, Clackamas County, the City of Gresham, and the City of Milwaukie.

The Corridor has a long and colorful history as a transportation corridor; development of the Corridor for recreation will not lose sight of demonstrating how the mode of transportation and surrounding communities have evolved. Just as the railroad was the lifeblood of the communities it served, the Springwater Corridor will continue to tie neighborhoods together and celebrate each one's unique history and identity.

This plan was developed over a two year period and is the product of many citizens' input. Neighboring businesses and residents have had a direct influence through an early door-to-door survey. They and other citizens at large have had continuing involvement through meetings, newsletters, and work parties. Two steering committees, one consisting of affected jurisdictions, the other of appointed representatives of various special interest groups, have helped distill incoming information and concerns into a workable plan.

The essence of the plan is to provide a hard-surface, multi-purpose trail between Portland and Gresham. On the east side of Gresham, trail standards will reflect the more rural surroundings and will not have a hard-surface. A separated equestrian trail will be provided the entire length of the Corridor. Trailheads will be located approximately every two to two and one-half miles, except in the rural section east of Gresham. Signage will be used to direct, orient, and regulate users, but also to interpret the cultural and natural resources of the Corridor and to recognize donor contributions toward its implementation and upkeep.

Implementation of the plan will generally proceed west to east. The goal of Phase I improvements is to purchase all necessary remaining "missing links" and trailhead locations, and to provide trail improvements from McLoughlin Blvd. through Gresham. Prospects for funding through the Oregon Department of Transportation's Enhancement Program appear likely. A local match is required.

This plan also includes strategies for property management, property maintenance, and an evaluation process.

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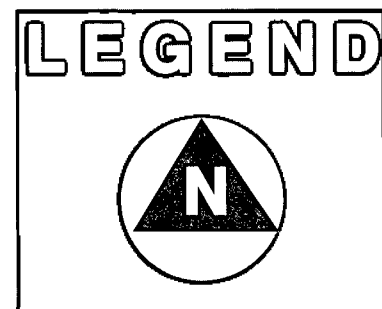
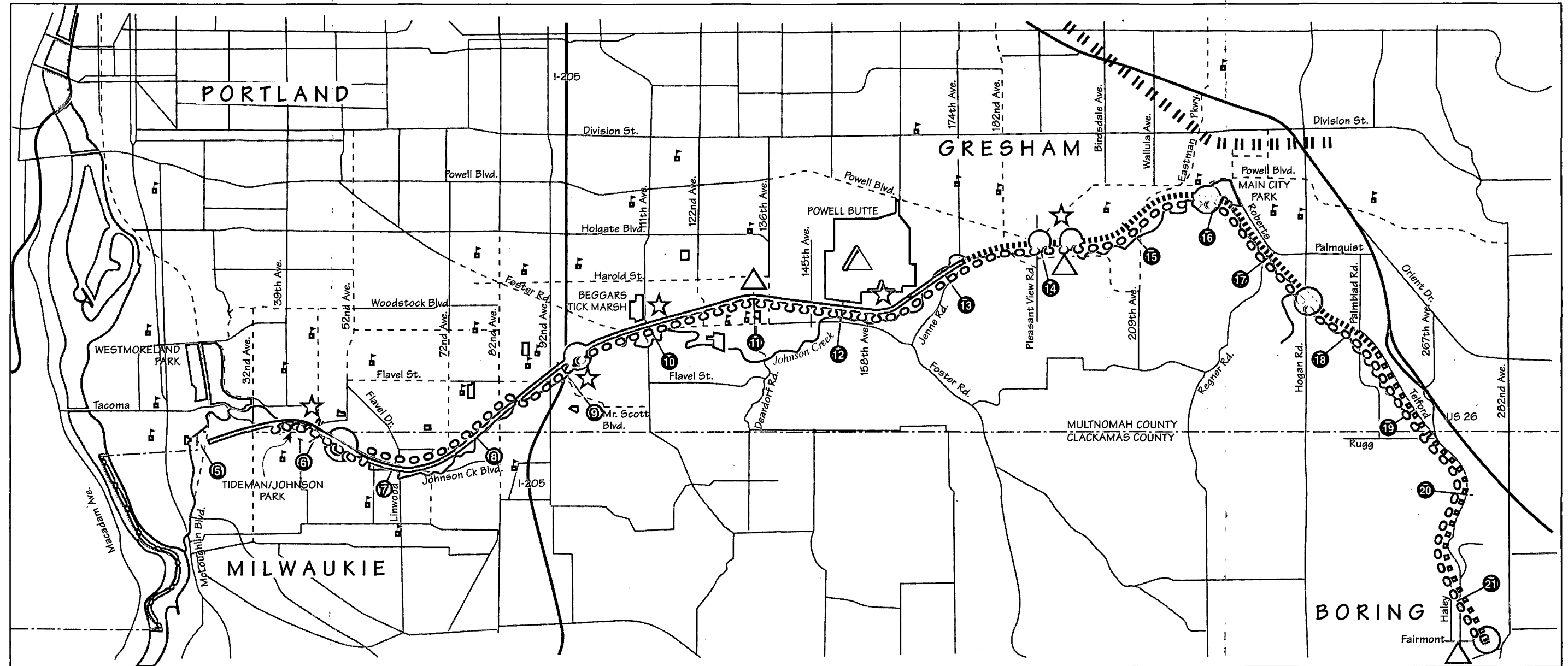
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# MASTER PLAN

## SPRINGWATER CORRIDOR



Springwater Corridor Trails:

- Multi-Purpose
- Soft Surface
- Gresham's Portion
- Equestrian

- Trailhead/Interpretive Center
- Proposed Trailhead Location
- Points of Interest
- Trailhead/Equestrian Facility

- Freeways
- Arterials
- Trimet Routes
- MAX Light Rail

- Parks
- Schools
- County Boundary
- Mile Markers



# CHAPTER 1

## INTRODUCTION

The Springwater Corridor extends from SE McLoughlin Boulevard to the community of Boring; it was originally developed in 1903 for rail service. The Corridor was also known as the Portland Traction Company line, the Cazadero line, and the Bellrose line. It was acquired by the City of Portland Park Bureau in February, 1990 as part of the 40 Mile Loop.

The strategy for acquisition was innovative: prior to the sale of the property, the Oregon Department of Transportation (ODOT) was required to replace the Springwater Line rail bridge and to purchase easements along McLoughlin in order to widen the roadway.

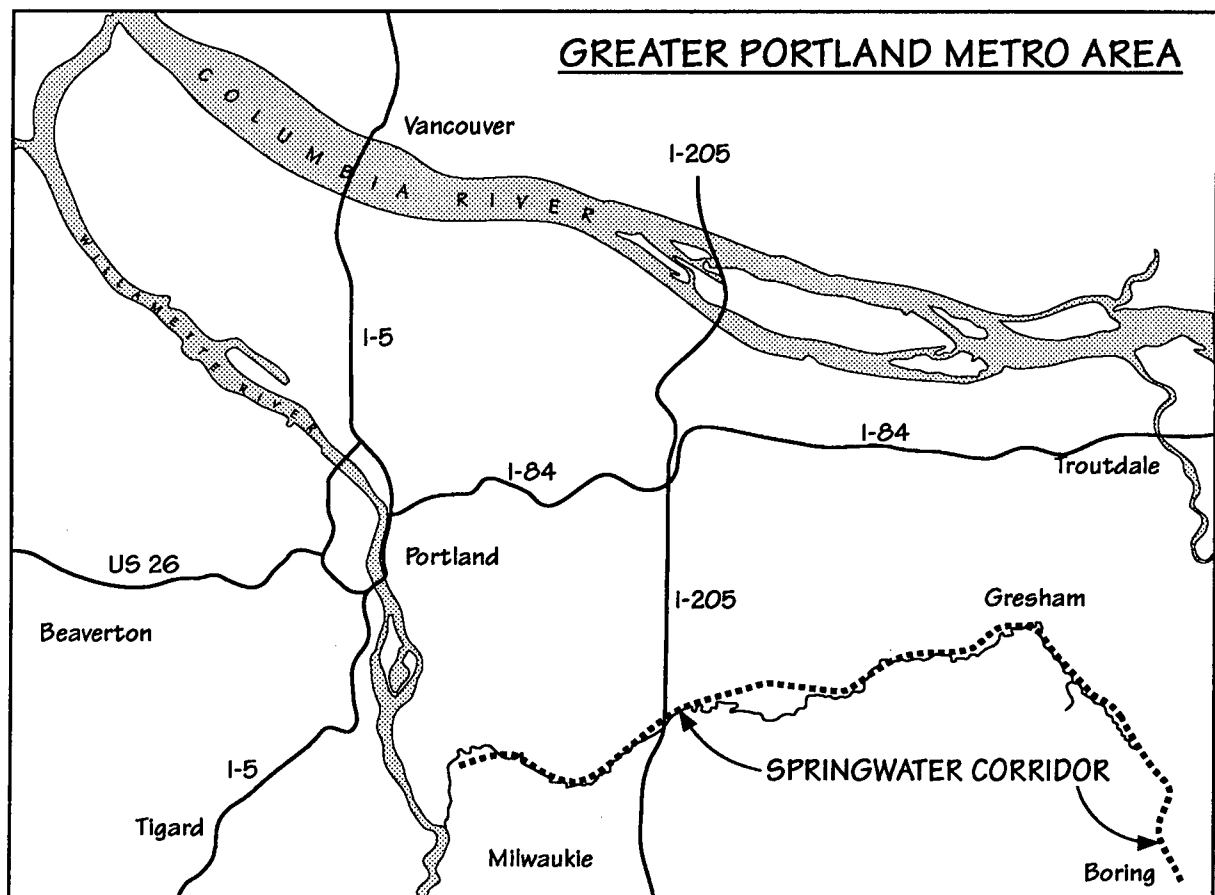


Figure 1. Location Map of the Corridor

## 2 SPRINGWATER CORRIDOR MASTER PLAN

Since abandonment of the rail line meant that these expenses were not needed, purchase of the entire right-of-way resulted in nearly \$ 900,000 in savings. As part of the purchase agreement, ODOT turned the property over to the City of Portland. In addition, while still preserving the possibility of using the Corridor in the future for rail, the Portland Traction Company was able to abandon a line that showed increasing financial losses.

The Corridor is part of a much longer rail system that extended beyond McLoughlin and Boring: on the west side of McLoughlin it paralleled the Willamette River into downtown Portland (this section is currently an operating short line freight operation known as the East Portland Traction Company) and on the south side of Boring it continued to Estacada (this section was abandoned 60 years ago and is currently held by the State of Oregon).

Master planning for the Corridor began in 1991. The project was managed through the Park Bureau's Planning Section, with the active involvement of citizens, other agencies, Commissioner Lindberg's office, the Johnson Creek Corridor Committee, and the Operations Division of the Park Bureau.

### **A. Purposes of the Document**

This document will:

- Guide the design and development of the Springwater Corridor toward becoming a premier recreation corridor;
- Establish policies that relate to managing and maintaining property within the Corridor;
- Record the history of the Corridor to date;
- Document the plan process and establish a schedule for review of the plan and its implementation;

### **B. The 40 Mile Loop & the Springwater Corridor**

The 40 Mile Loop is a concept which dates back to 1903, when a group of Portland boosters hired the renowned landscape architectural firm of the Olmsted Brothers to develop a master plan for parks and boulevards in the city. The resulting Olmsted Plan formalized the city's early commitment to the development of parks and open spaces into a meaningful park system.

During the last 90 years, the Olmsted Plan has served both as a continuing inspiration and as the source of the park legacy we enjoy today. Laurelhurst Park, Mt. Tabor Park, and

Terwilliger Parkway, to name a few, were part of the Olmsted Plan. A key organizing element of that plan was the notion that the linkage between parks were just as important as the parks themselves. One of the primary linkages was a trail ringing the boundaries of the city. At that time, this was a distance of approximately 40 miles, hence the name, 40 Mile Loop. Today the 40 Mile Loop is more than 140 miles long.

After its initial conception, development of the Loop stalled for many years. Bits and pieces were added, but the concept was never fully embraced. It wasn't until the late 1970's that the idea resurfaced in force. At that time, the State Parks Division of the Oregon Department of Transportation convened a group of interested citizens, organizations, and local governments to see if the Loop could begin to meet existing and emerging recreation needs in the urban area.

Out of that assembly came the 40 Mile Loop Land Trust, a private, non-profit group organized specifically to guide the project toward completion and to function as a land trust for the purposes of assembling necessary land and/or easements. Its first action was

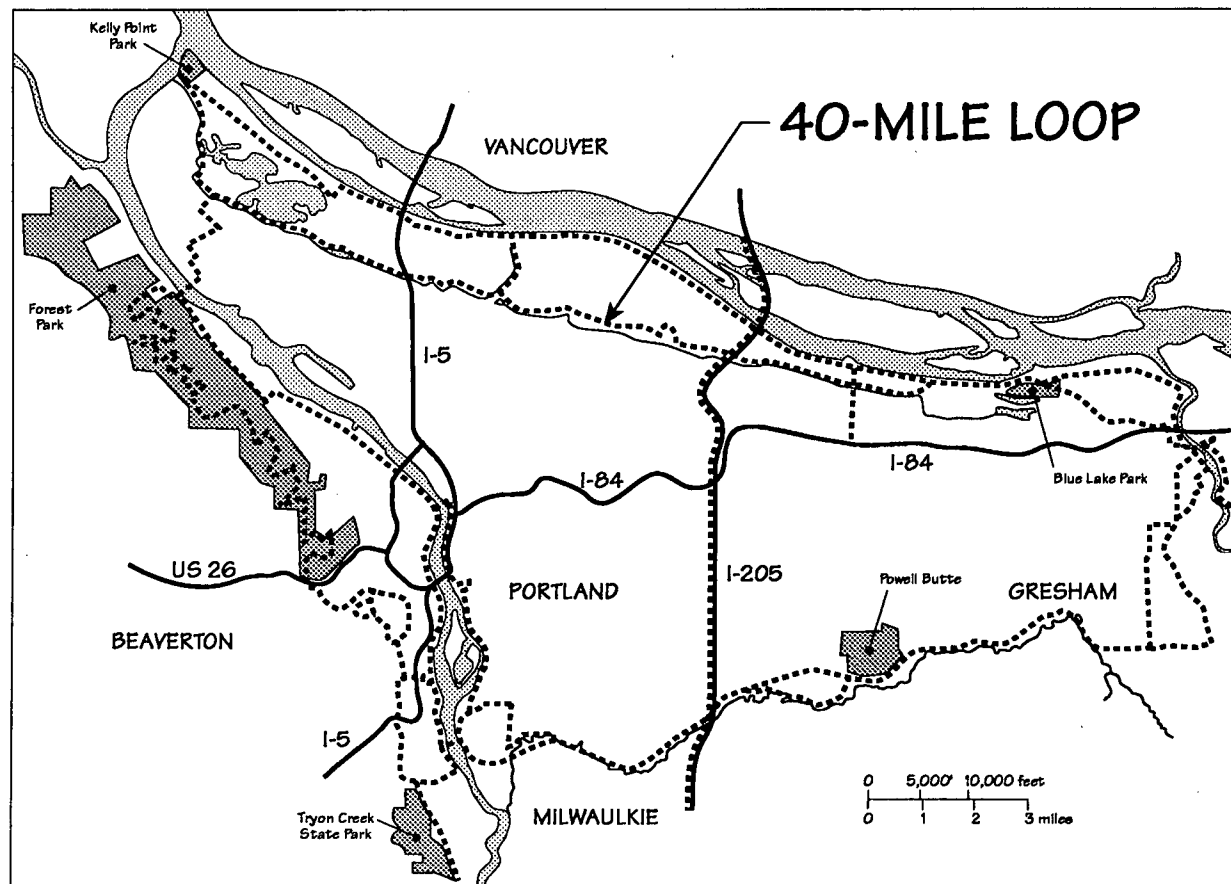


Figure 2. Map of the 40 Mile Loop

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to develop a master plan for the Loop. The product of that effort was a system that wrapped around the urbanized portions of the Portland metropolitan area, taking advantage of scenic corridors and waterways.

By 1985, the Land Trust had laid the groundwork for the passage of a resolution by two of the major jurisdictions involved in the Loop, Portland and Multnomah County, calling for the implementation of the master plan by 1995. Even though the Loop is 100 miles longer than originally designed, the region has actually made substantial progress toward its development, with the Marine Drive Trail, the Wildwood Trail, Marquam Nature Park, and the Willamette Greenway being the most complete sections of the Loop.

With the addition of the property along the Springwater Corridor, the last major gap in the Loop was closed. The 16.5 mile-long Springwater Corridor will connect the southeast quadrant of the metropolitan area, paralleling Johnson Creek and extending the Loop from the Sellwood area through Gresham to Troutdale and Boring.

For many years, this part of the Loop has been the most challenging to complete. Until recently, the railroad was still operating in the Corridor. Johnson Creek, an alternate southern route, was designated by Portland's Comprehensive Plan as the location for the 40 Mile Loop, but it is almost entirely privately owned and developed with residential uses close to the creek.

The Springwater Line is ideal for providing a southeast connection. For the most part, it is well-separated from both road right-of-way and neighboring residential areas. The route it travels is a scenic one, encompassing wetlands and buttes, agricultural fields and pastures, residential and industrial neighborhoods. It runs close to Johnson Creek, one of the last free flowing creeks in the urban area, crossing it ten times in its course to the Willamette River. The parks and open spaces it passes next or near to include Oaks Bottom Wildlife Refuge, Oaks Amusement Park, Sellwood Riverfront Park, Johnson Creek Park, Sellwood Park, Tideman Johnson Nature Park, Beggar's Tick Marsh, the I-205 bike path, Leach Botanical Garden, Bundy Park, Powell Butte Nature Park, and Gresham Main City Park.

The smooth, even grade required for the passage of trains will be ideally suited to hiking and biking long distances. In addition, the grade will be easy for the elderly, for people with disabilities, and for parents pushing strollers. The right-of-way can accommodate a variety of uses, since it varies in width from 60' to 200'; most of it is 100' wide.

In addition, ownership of the 10.8 mile-long section south of Boring to Estacada is currently held by the State. This section of the Springwater Line was abandoned 60 years ago and acquired by the Oregon Department of Transportation 20 years ago. The Springwater Corridor, when linked with the State's section, not only serves the needs of the 40 Mile Loop, but also offers the real possibility of a trail connection from the Pacific

Crest Trail through the Mt. Hood National Forest, directly to downtown Portland. The section south of Boring is discussed for context purposes but is beyond the scope of this document.

### C. Governing Jurisdictions

The City of Portland owns the Springwater Corridor, even sections that lie outside of the city limits. This arrangement was devised because of conditions applied during property acquisition; the rail line is protected from reversionary property interests because of an "interim trails use" clause applied during the rail abandonment process. The "interim trails use" clause protects against reversionary interests because technically, the line is not abandoned. It is to be used as a trail in the interim, but remains an intact rail corridor should the future need for rail service arise. This process was facilitated by having a single agency as the receiving party.

The City of Portland includes several policies in its Comprehensive Plan that relate to the Springwater Corridor, including:

- Policy 6.6, Urban Form: Street and pedestrian connections should be provided between new and existing neighborhoods and to activity centers.
- Policy 6.10, Barrier-Free Design: Transportation facilities shall be accessible to all people. All improvements to the transportation system (traffic, transit, bicycle and pedestrian) in the public right-of-way shall comply with the Americans with Disabilities Act of 1990.
- Policy 6.11, Pedestrian Network: Plan and provide for a pedestrian network in order to increase the modal share of pedestrian travel to 10 percent over the next 20 years.
- Policy 6.12, Bicycle Network: Plan and provide for a bicycle network in order to increase the modal share of bicycle travel to 10 percent over the next 20 years.
- Policy 6.22, Right-of-Way Opportunities: Preserve existing and abandoned rail rights-of-way and examine their potential for future rail freight, passenger service, or recreational trail uses.

In addition, the Far Southeast District Transportation Policy Statements include:

- Policy No. 3, Bicycles and Pedestrians: Promote pedestrian access throughout the District with emphasis given to provisions for arterial crossings. Street

## 6 SPRINGWATER CORRIDOR MASTER PLAN

improvements and traffic management improvements should be designed to accommodate bicyclists and pedestrians.

In addition, the Bureau of Parks & Recreation has an adopted parks master plan, titled *Parks Futures*, which includes the following policies that relate to the 40 Mile Loop:

- Policy 1.10: Coordinate and integrate the City's parks and trail system with plans for bikeways, street improvements, and mass transit.
- Policy 8.6: Develop and maintain a citywide trail system that links parks, open spaces, the Willamette Greenway, bikeways, the 40 Mile Loop, other trails, and public attractions.

In addition, Resolution No. 33937 was adopted by the City of Portland and Multnomah County with the intention to implement the 40 Mile Loop Master Plan by 1995.

Many other jurisdictions have played an active role in securing the property and will sponsor implementation of the plan. This section will describe the relationship between the jurisdictions and the role they play in managing the property.

The State of Oregon through its Parks and Recreation Department expects to use the Springwater Corridor as a model for an urban rail-trail conversion. The model includes the planning, design and development process for other possible rail-trail conversions in urban and suburban settings in Oregon.

In addition, as the Boring to Estacada section of the Springwater Corridor is under State ownership, the State will play a lead role in the development of that section. This will not occur until the Springwater Corridor is fully developed into Boring, and adjacent property owners south of Boring view recreational development of the Corridor as a positive change.

Through its Parks and Recreation Department, the State has designated the 40 Mile Loop as an Oregon Recreation Trail. The designation is codified in Oregon Administrative Rule 736-09-010(1). Oregon Revised Statutes (ORS) 390.950 to 390.990 authorize the department to declare regionally and statewide significant recreation trails as Oregon Recreation Trails. The Department has declared the 40 Mile Loop to be a regionally significant recreation trail.

While the designation brings no protective or financial commitment status by the state, the 40 Mile Loop is in the Oregon Recreation Trails System Plan. Therefore, it would receive priority consideration if and when state trail grants are forthcoming.

The U.S. Forest Service - Pacific Northwest Region has a goal of actively cooperating and working with Portland and other local communities to develop links between urban trails and transportation systems and National Forest trails and transportation systems.

The Mt. Hood National Forest plans to develop a physical link between the Pacific Crest National Scenic Trail and the Springwater Corridor trail via a planned trail along the Clackamas River. (See Figure 3). Planning and design for this linkage have started, with construction scheduled to begin in 1995. An eight mile section of the linkage trail is already in place between Fish Creek, a tributary of the Clackamas River, and Indian Henry Campground. Another five mile section is also in place between Rainbow and Riverside Campground along the Upper Clackamas River above Ripplebrook.

Tying the Clackamas River Forest Service trail with the State-owned Springwater right-of-way at Estacada will require an easement across land managed by Portland General Electric. The Mt. Hood Forest has begun negotiations with PGE, and started design work on this section.

The Mt. Hood National Forest is a mosaic of recreation opportunities scattered over one million acres of forest land draped over the north Oregon Cascade Mountains. Mt. Hood, at 11,235', is the dominant feature of the Forest. There are 1300 miles of trails in the Mt. Hood National Forest. These range from paved and "boardwalk" trails accessible to all users to primitive trails in the 187,000 acres of wilderness suitable to only the most hearty. The Mt. Hood National Forest is also working with the Chinook Trail Association to provide trail ties between the Forest and the Portland metropolitan area and other communities along the Columbia River within the Columbia Gorge Scenic Area.

The Gifford Pinchot Forest is also working with the Chinook Trail Association to provide trail ties between the Forest and the Vancouver urban area and other communities along the Columbia River within the Scenic Area. It is planned to tie the Washington segments of the Chinook Trail system to the Oregon segments, thus providing a link to the Portland metropolitan area.

The City of Gresham manages 4.5 miles of the Corridor that passes within Gresham city limits. Gresham was the first jurisdiction to gather funds for implementation through passage of a 1988 Parks Acquisition and Development bond measure. Portland and Gresham have signed an intergovernmental agreement that specifies roles and responsibilities for development, maintenance, and management of the Gresham section. Improvements within Gresham city limits were designed after an extensive master plan process that involved hundreds of citizens in early 1991. Gresham's Master Plan is included as Appendix A.

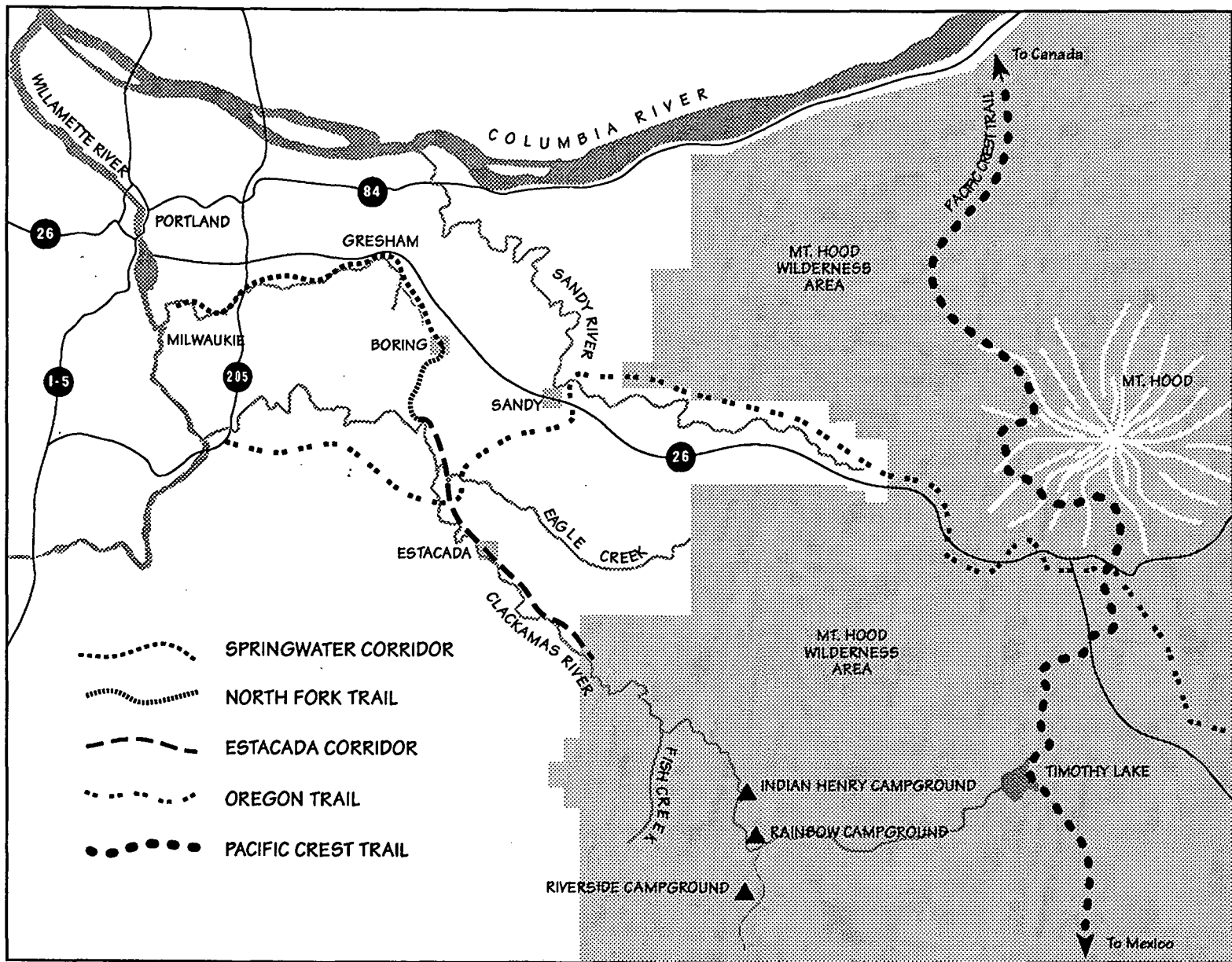


Figure 3. Corridor Link to Mt. Hood National Forest



The 40 Mile Loop is identified in three adopted documents:

- The 1987 Gresham Bicycle/Pedestrian Plan addresses bicycle planning programs that affect the city, including the 40 Mile Loop system of parks and trails, and describes improvements which will be needed to accommodate the demand for bicycle routes and pedestrian trails.
- The 1988 Gresham Park and Recreation Plan identifies the 40 Mile Loop as a major element of the network of bicycle routes and pedestrian trails planned throughout the city. Travelling along the north, east, and south sections of Gresham, the 40 Mile Loop connects the city with Portland, Milwaukie, Troutdale, Boring and unincorporated portions of Multnomah and Clackamas Counties. The future Gresham-Fairview Trail in west Gresham will connect the 40 Mile Loop along Johnson Creek in south Gresham with the 40 Mile Loop along Marine Drive in north Gresham.
- Policy I of the 1988 Gresham Community Development Plan identifies the 40 Mile Loop and provides implementation strategies, including:
  1. The city supports regional efforts to establish the 40 Mile Loop trail system within Gresham and shall coordinate with state, regional, and local agencies in planning and developing the 40 Mile Loop.
  2. The city's Park and Recreation Plan shall include provisions for a community-wide bicycle/pedestrian trails system, incorporating the 40 Mile Loop trail as a proposed Oregon Recreation Trail.
  3. The Community Development Standards Document shall contain provisions requiring easements to be granted for establishment and development of the 40 Mile Loop trail and other proposed trails as designated within the city's Park and Recreation Plan in connection with new development projects.
  4. The city will seek to acquire access easements along major power line corridors and abandoned railroad rights-of-way.
  5. The city will investigate opportunities to incorporate in its trail and park system any special or unique sites that can be used for nature trails, scenic walkways, exercise circuits, or other special purpose trails.
  6. The city will encourage the state to reconsider its restriction on the use of bicycle/pedestrian gas tax revenues for the funding of facilities outside public street rights-of-way.

7. The city shall develop bikeways and pedestrian facilities consistent with the 1987 Gresham Bicycle/Pedestrian Plan and the 1988 Gresham Park and Recreation Plan.

- The 1991 Springwater Trail Corridor Master Plan is the city's guideline for development and management of the Gresham section of the Corridor. Specific recommendations for policies and strategies regarding trail uses, safety, security, conflicts and management are provided. In addition to the overall trail layout plan, the document contains a description of the primary and equestrian trails, critical detail areas, trail heads, trail furnishings, cost estimates and phasing schedule. See Appendix A.

The City of Milwaukie has expressed interest in assisting the development of the Springwater Corridor, both inside and outside Milwaukie City limits. Very little of the Springwater Corridor is actually inside Milwaukie's City limits.

Several policies in Milwaukie's Comprehensive Plan relate to the 40 Mile Loop including:

- The City will participate with the appropriate agencies in implementing the proposed 40 Mile Loop system, a State Recreational Trail.

Under Milwaukie's Comprehensive Plan's Transportation Element, the Springwater Corridor is specifically referred to under this objective:

- To develop a pedestrian/bikeway system which connects local activity centers such as parks, schools and activity centers.

The following policy supports that objective:

- The City will support the proposed 40 Mile Loop as a means to meet regional needs for pedestrian paths and bikeways.

Under the Recreational Needs Element, the following policy is included:

- The Parks and Recreation Master Plan should address the idea of connecting the riverfront area to the proposed 40 Mile Loop trail system with a southern arm extending to North Clackamas Park.

North Clackamas Parks and Recreation District has completed draft plans for neighborhood parks within the district. A portion of the Springwater Corridor runs through the district in the Southgate/Town Center neighborhood. The neighborhood's Parks Advisory Board supported development of that portion of the Corridor in its area.

Clackamas County Planning and Economic Development Division supports planning for development of the Springwater Corridor. Plans for funding, development, operations and maintenance will be developed in coordination with affected county divisions and other jurisdictions.

Clackamas County contains policies in its Comprehensive Plan, Chapter 9, Open Space, Parks and Historic Sites, that relate to trails. Under Parks and Recreation, subsection 5.2, *Development Needs*:

An urban trail system for both walking and bicycling, especially in conjunction with the development of neighborhood and community parks. Use should be made of open space linkages along creek and river banks, ridgelines, and existing right-of-ways. Open space dedication at the time of development will be used as a means of completing this trail system.

Multnomah County continues to be actively involved in planning and implementing segments of the 40 Mile Loop, including Springwater Corridor. The Springwater project is an outstanding example of a public partnership to realize a significant addition to the regional trail system.

Much of the 40 Mile Loop in East Multnomah County has been developed by the County Transportation Division. The County is working with the cities of Portland and Gresham to plan and develop Springwater. The Corridor will be made safer for users through signing and striping where it crosses County roads. A trailhead is being constructed as part of the County project to replace the old Hogan Road bridge at Johnson Creek (within Gresham city limits). Portions of Springwater located in Multnomah County but outside of incorporated cities can be developed cooperatively as funds become available.

Multnomah County's Bicycle Master Plan stresses working with other local, regional and state governments, and the 40 Mile Loop Land Trust to coordinate trail planning and development.

METRO is involved through the Metropolitan Greenspaces Program. In cooperation with local governments, it is engaged in planning a system of trails of regional significance throughout the Metropolitan Region. Using the 40 Mile Loop as a model, the regional system provides a series of continuous trails which encircle the urbanized area of the region. One of the major objectives of the Greenspaces Regional Trail System is to incorporate natural features in the landscape, define alignments along natural corridors, and to take advantage of interpretive and educational opportunities as part of the recreational experience.

The Metropolitan Greenspaces Master Plan identifies the Springwater as one of the premier trails in the region, and one which is high on the priority list for capital

improvements. It meets all of the criteria for regional significance and is consistent with all policies defined in the Greenspaces Master Plan. Metro staff is currently in the process of defining first steps in implementation of regional trails and greenways. While the final decision on the priorities will be made by the Greenspaces Technical Advisory Committee, cooperation with the City of Portland and Clackamas County on improvement of the urban and rural sections of the Springwater is clearly among the top priorities in the region.

The Metropolitan Greenspaces Trails and Corridors Working Group determined that there is a need to establish trail standards for various types of uses. Trail standards will assure consistency in development throughout the region and maintain similar construction and management techniques. The urban portion of the Springwater will certainly set the standard for high capacity multi-use recreational trails, and the rural portion could become a model for low impact multiple-use trails developed in a natural area setting.

## CHAPTER 2

### LOCATION & SETTING

A summary of the geography, history, and cultural setting of the Springwater Corridor follows.

#### A. Geographic Summary

Because the Corridor was established as a rail corridor, the alignment follows the route which would allow the least change in grade, paralleling Johnson Creek. For the most part, it follows the southern edge of the broad flat plain that makes up southeast Portland, skirting the northern edge of the Boring Lava formations (Mt. Scott, Gresham Butte) and then turns south at Gresham toward Boring. The maximum grade of the Corridor is 2%, in some cases achieving its flat grade with the help of deep cuts and high fills, especially at the western end in the Johnson Creek Canyon area.

#### Geology

"The geological story of the Portland basin is mostly one of deposition and erosion, followed by volcanism, subsidence, folding and faulting in that order of decreasing importance (Trimble, 1963). The last devastating events were repeated cataclysmic floods at the end of the Ice Age only 15,000 years ago."<sup>1</sup> A closely spaced cluster of 12 volcanoes near the town of Boring occurred 6 million years ago. They are now known as the Boring lava domes. During the Ice Age over 1-1/2 million years ago, terraces were formed along the Clackamas and Willamette Rivers by a fluctuating sea level. These are the "steps" that one climbs while driving east across the Portland basin. These terraces were covered by gravels and sands washed down the river from ice fronts far to the northeast. In the Portland-Vancouver Basin, these terraces are found at elevations of about 300, 200, and 100 feet. Trimble (1973) named the gravels in them (from highest and oldest to lowest and youngest) the Springwater, Gresham and Estacada Formations. During the last advance of the ice, a series of 40 - 100 floods originating in Montana inundated 16,000 square miles of the Pacific Northwest. Each of these floods is estimated to have been ten times the combined flow of all the present day rivers in the world, and 60 times that of the Amazon River. The surfaces of the older and higher terraces in the Portland Basin are almost completely covered by "Lacustrine (lake) Deposits" from 50 to 150 feet thick. These are coarse to fine gravels, sands, silts and clays deposited in numerous lakes as the currents of each flood abated and the waters drained out. Scouring

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<sup>1</sup> "Countdown to the Present", the geologic story of the Portland Basin by John Eliot Allen, an unpublished paper

from the floods formed the depressions or sinks within the Johnson Creek watershed known as "Holgate Lake."

#### Johnson Creek

Because the Corridor parallels Johnson Creek, the geography of the creek and its attendant floodplain are an important element of the Corridor. Of paramount importance are remaining wetlands:

"Wetlands are lands transitional between terrestrial and aquatic systems that are inundated or saturated by surface or ground water at frequency and duration sufficient to support vegetation adapted to saturated soil conditions. Wetlands provide important functional values that include stormwater retention and flood control, bank stabilization and erosion control, sediment retention, groundwater recharge, fish and wildlife habitat, and contaminant removal, among others. Many wetlands within the Johnson Creek watershed have been filled, drained or degraded as a result of urbanization, flood control efforts and agricultural development. Most remaining wetlands occur within the upper watershed and are associated with the smaller tributaries and drainageways. Significant wetlands occur at Beggar's Tick Marsh, near the fish ladder at 42nd Avenue, and between Hogan Road and 184th Avenue in Gresham. Forested wetlands, typically dominated by ash, alder, willow, and cottonwood, and emergent wetlands, typically dominated by reed canary grass, are common in the watershed. Shrub-scrub wetlands, dominated by willows, are uncommon throughout the Portland area; thus sites such as Beggar's Tick Marsh are important from a diversity standpoint." <sup>2</sup>

Degradation of water quality has resulted from several factors including high sediment concentration; toxic spills; high nutrient run-off from agriculture, feed lots, lawns and septic systems; and loss of riparian vegetation resulting in reduced stream shading which in turn raises water temperatures in summer. The water quality aspects of the Creek itself and its propensity to flood on a regular basis have been the subject of much concern and numerous studies. Most notably, a recent effort to develop and recommend implementation of a basin-wide Resources Management Plan that takes advantage of opportunities and solves problems in the Johnson Creek watershed is underway by the Johnson Creek Coordinating Committee (JCCC). At this time, Johnson Creek is listed as "water quality limited" by the DEQ because of consistently high fecal-coliform levels which violate Clean Water Act standards for recreational contact. Violations are also

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<sup>2</sup> from the "Johnson Creek Resources Management Plan Background Report", the Natural Resources, Fish and Wildlife chapter, p. 3-9, written by BEAK Consultants, Draft Report dated May 1992

suspected for metals, cyanide, pesticides and PCBs in sediment or in-stream. The goals of the JCCC include improving water quality, restoring its habitat as a fishery, minimizing flooding, preserving natural areas, and providing recreational opportunities.

In addition to the wetland aspects of the creek and its floodplain, its importance as a wildlife corridor must not be underestimated. The presence of water and the variety of habitat to be found along the creek link "islands" or larger nodes of open space that are like giant green beads along a 16-mile long watery necklace.

#### Wildlife

The following assessment of existing wildlife is taken from the "Johnson Creek Resources Management Plan Background Report":

"Wildlife within urbanized areas of the lower watershed are typified by those species capable of coexisting with high levels of human disturbance and exploiting small habitat patches or suburban landscapes. Many of these species are often non-native and are considered less desirable by society (e.g., European starling, Norway rat). In the more rural portions of the upper watershed, the more urbanized wildlife community undergoes transition to include species which require a more "natural" habitat setting with less human interference. Even wildlife resources of the upper watershed are strongly influenced by past and continuing land-use practices, such as forest management and agricultural practices....Common wildlife species include, for example, the American crow, American robin, European starling, song sparrow, Bewick's wren, housefinch, cedar waxwing, violet-green swallow, belted kingfisher, great blue heron, mallard, wood duck, bushtit, black-capped chickadee, raccoon, opossum, nutria, and mole species in the lower reaches. Less developed areas probably support a much greater diversity of wildlife species characteristic of farm and forest land, including black-tailed deer, coyote, deer mouse, voles, bats, western flycatcher, black-headed grosbeak, orange-crowned warbler, and woodpecker. The distribution of species which are rarer in occurrence or more secretive in habits are less understood. This group often includes those wildlife populations which are declining at unacceptable rates and are at risk."<sup>3</sup>

Aquatic wildlife within Johnson Creek has also suffered from the effects of urbanization. Once host to salmon and steelhead runs, fish runs have all but disappeared from Johnson Creek. The Oregon Department of Fish and Wildlife stocks Johnson Creek each spring at

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<sup>3</sup> Ibid., p. 3-10 - 3-11

Johnson Creek each spring at SE 45th with rainbow trout. The exclusive purpose of the release is for the children's fishing program.

Channelization of the creek in the mid 1930's eliminated bends and deep pools in the creek along with much of the edge riparian vegetation resulting in a loss of prime fish habitat areas. Increased development along Johnson Creek has resulted in increased non-permeable surfaces causing extremes in water flow. All of these factors have contributed to the loss of most aquatic wildlife.

#### Vegetation

Vegetation along the Springwater Corridor has undergone widespread historical alteration since initial European settlement in the mid 1800s. "Extensive old growth coniferous forests were harvested for timber, settlers cleared fertile lowlands and prairies for agriculture, and small residential communities grew to form large urban complexes. Today the Corridor encompasses a mosaic of vegetation types as it moves through a rural setting near Boring through the urbanized lands of the Portland metropolitan area. Remnants of the historical vegetation communities are uncommon, especially within the boundaries of the Corridor, replaced by a diverse assemblage of upland forests, riparian and wetland habitats, agricultural lands and urban/suburban landscapes."<sup>4</sup> When the Corridor was owned by the railroad, maintenance included an annual spraying of a non-selective herbicide to control vegetation. By far, the predominant plant species is Himalayan blackberry, an invasive non-native. Also present within the Corridor are snowberry, elderberry, indian plum, hawthorn, and red osier dogwood. Groundcover is typically weedy and overwhelmed by non-native invasives. Because of PGE's requirements to maintain clearance under their overhead wires, no full size trees can be found within the Corridor boundaries.

#### Scenic Qualities

The Corridor passes through a variety of land uses and offers many scenic vistas. Some of the views capture rural panoramas, others offer a glimpse into the heart of urban neighborhoods. Although they aren't scenic by conventional standards, the ones that show an insider's view of industrial operations have cultural and community interest.

One of the most scenic views along the Corridor is visible heading east near Powell Butte. The alignment of the Corridor is centered on Mount Hood; the surrounding landscape is an especially scenic pastoral vista.

Some of the views of wetlands and open spaces along the Corridor are also noteworthy. The raised railbed affords an elevated viewpoint from which one can enjoy the natural

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<sup>4</sup> Ibid., p. 3-6



qualities inherent in Tideman Johnson Nature Park and Beggar's Tick Marsh; the trestles offer a bird's eye view of Johnson Creek.

The community of Boring is an interesting small town. It boasts several buildings of historical architectural merit at the historic Boring Junction site.

The proposed extension of the Corridor on the west side of SE McLoughlin Boulevard has great scenic potential. It passes Johnson Creek Park and a brick trolley barn before it turns north and follows the Willamette River shore. Views of Sellwood Riverfront Park, Oaks Amusement Park and Oaks Bottom Wildlife Refuge are remarkable.

Within Portland City limits, the Corridor is being analyzed for areas of scenic value deemed worthy of protection under the *Scenic Resources Protection Plan*, as part of the Scenic Addendum Project. This project will result in a staff report and recommendation to the Planning Commission in February 1993. It is too early in the process to report on specific scenic protection measures. However, the Scenic Review Committee has expressed interest in considering the entire Corridor within City limits as a scenic corridor and recognizing the sequential views of Mt. Hood between SE 130th and SE 158th Avenues. Powell Butte to the north provides a recreational destination and environmental protection to a major section of the Corridor. Further west, Tideman Johnson Nature Park and Beggar's Tick Marsh are destinations.

## B. Historic Summary

The Springwater Corridor can be viewed as a series of overlays through time with each layer enriching the cultural heritage of the Corridor. The Corridor passes through diverse landscapes ranging from industrial neighborhoods to pastoral farm land to natural wildlife areas. Each of these landscapes tells a story of a significant way of life and period of time. Interpretive opportunities should be utilized to reveal the story behind these places. The trail users should have an opportunity to learn about who traveled along this route before them.

### Johnson Creek

The presence of Johnson Creek roughly paralleling the Springwater Corridor has had the most significant impact on the local area. The creek was once host to abundant native fish populations, providing a readily available food source for Native Americans and early European settlers. Initially, the Johnson Creek basin was rich with timber. The creek provided a source of power and a transportation system for logging operations.

Subject to seasonal flooding, the creek was responsible for the depositing fine silts along the valley floor, creating ideal soils for agriculture. The creek provided a readily available

source of water for irrigation. Once the land had been cleared by logging, it was ideal for agriculture.

In 1934, the Works Progress Administration (WPA), undertook a major effort to control flooding of the creek. The creek was channelized using cut basalt stone from the local area. Part of this work included the fish ladder and waterfall close to 45th and Harney. Though the channelization had a hand crafted rustic quality about it, its flood control function lasted only about ten years. Ongoing maintenance of the channel had not been considered in the channel design. Silt lined the channel way, trapping additional debris. Water currents undercut the stone work and the channel gave way in some sections.

Unfortunately, the channelization work had also required the removal of all riparian vegetation along the creek edge. This resulted in dramatic changes in water temperature and a severe decline in fish population. Industrial and agricultural development compounded the problems. Johnson Creek has deteriorated significantly over the last 100 years but interest in the Creek has been revitalized through the efforts of the Johnson Creek Corridor Committee.

#### Native Americans

Details of Native Americans in the Springwater Corridor area are sketchy at best. Local residents have reported finding Native American artifacts south of the Corridor at the base of Mt. Scott and there have been some reports of findings along Johnson Creek in the Tideman Johnson Nature Park area. Wapato root, a popular Indian food, is found naturally in wetland areas such as Oaks Bottom. Salmon, an important part of local native diet and culture, were once abundant in Johnson Creek. The presence of these two food sources is supporting evidence that the Springwater Corridor was host to Native Americans.

#### Early European Settlement

The abundant timber and game, fertile ground and the Willamette River attracted the first European settlers to the area. The Willamette provided settlers with a readily available food source, irrigation, transport, fresh water and power. About the mid 1800's, when prime waterfront real estate on the Willamette began to get scarce, settlement began to move to smaller tributaries such as Johnson Creek. The Donation Land Claim Act of 1850, offering one half square mile to single persons and one square mile to married couples, brought an increase in competition for waterfront land to the area. Settlement along Johnson Creek started at the mouth of the Willamette River and headed east and south towards Boring.

The present site of the Waverly Golf course, just north of the mouth of Johnson Creek at the Willamette River, was the location of the first settlement in the Johnson Creek basin. In 1847, a man named Wilson cleared five acres and built a cabin at this location. Shortly thereafter, annoyed with "Indian problems," Wilson sold his land to Henderson

Luelling and his family. Luelling came to Oregon with the specific intent of starting a fruit orchard and carried with him approximately 350 trees. Some of the accomplishments of the Luelling family included development of the Black Republican and Bing Cherry varieties, the latter of which was named after the Luelling's Chinese foreman, Ah Sit Bing. Henderson Luelling, working with his brother-in-law, William Meek, also constructed a dam on Johnson Creek at the present crossing of Highway 224 and started a sawmill.

Several other settlers followed suit in the lumber business. Much of the harvested timber was shipped south to satisfy the needs of the miners in the California Gold rush. The first sawmill with a planer was built by George Wills in 1849 near the confluence of Johnson Creek and Crystal Springs. The planer had a 60 horse power motor powered by Johnson Creek and turned out the first milled lumber in the Northwest. Also notable, in 1869, Wills deeded a 60 foot wide right-of-way to the Oregon Railway and Navigation Company, the first of what would become a long history of rail occupation in the basin. In return Wills was promised a track that would serve his mill. This right-of-way provided a rail connection from Portland to Canby.

Perry Lent settled in Oregon in 1852, in the vicinity of 92nd Avenue and the Springwater Corridor. In 1883, Lent established a sawmill on Johnson Creek close to 100th and Foster.

The Johnson family, namesakes of the Creek, settled at the current Publisher's Paper site in 1847. After trying their hand at the California gold rush, William Johnson built a sawmill in the vicinity of Deardorff Road. Jacob Johnson, William's son, later staked a claim at about 134th, also established a sawmill on Johnson Creek, taking advantage of the abundant fir and cedar.

Further east along the Corridor, land claims and homesteads were set up by settlers whose names are familiar in today's landscape, such as Philip Foster in 1847, John and Elizabeth Linneman in 1852, Jackson and James Powell also in 1852, and Willard H. Boring in the late 19th century.

#### Springwater Division Line

In 1871 Ben Holladay operated a horse car service on the streets of Portland. The Portland Street Railway Company, as it was called, was the only available transportation service at the time. In 1891, Albina and East Portland consolidated with Portland. The population reached 88,200. Bridges linked the east side of town to the west side and housing spread away from the river's edge. Ben Holladay's rail company was acquired by the Consolidated Street Car Company in 1895 and expanded to 40 miles of track boasting electric cars. The company had plans of expanding service south to Oregon City and ultimately to Eugene. Though the company succeeded in establishing a line to Gladstone, economic conditions as well as two major accidents lead to the acquisition of

the company by the Portland City and Oregon City Railway company owned by Fred Morris.

A major management objective of this new railway was to expand service from Portland to Gresham via a route that headed south along the Willamette River, turning east at Sellwood, paralleling Johnson Creek and tying into Gresham. C.F. Tiffany was named superintendent of the new Portland City and Oregon Railway and a man named Stuart from California was hired as dispatcher. After numerous head-on collisions, strained labor relationships that lead to a worker's strike, management of the line was replaced. Throughout these difficulties and on the verge of bankruptcy, Morris remained focused on the idea of expanding service east to Gresham. On June 5, 1902, Morris, joined by several other investors, formed the Oregon Water Power and Railway Corporation. The added objective to this corporation was to not only expand service east to Gresham, but also include expansion along the Clackamas River for the purpose of constructing hydroelectric dams and transmission lines feeding electricity into Portland. The corporation took out a \$5 million mortgage to pay for the expansion.

Late that summer, construction began on the line to Gresham and a site on the Clackamas River was purchased for the dam. In fall, the route along the river to Sellwood was acquired. The first trains to Gresham began running in January of 1903. Construction of the line continued towards Boring and to Cazadero, the site of the hydroelectric dam. On September 28, 1903, the line was complete and took 900 passengers to the Cazadero dam site.

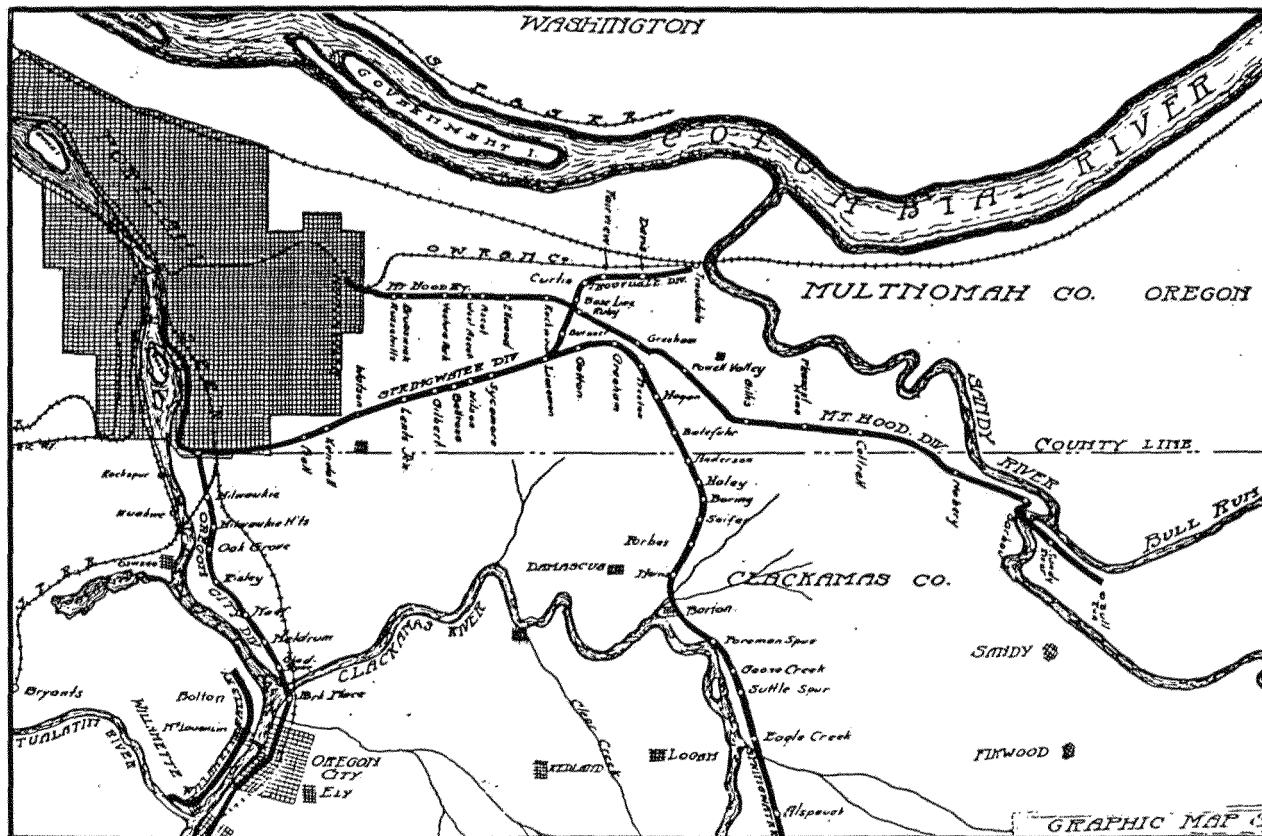
The 36 mile line was noted for the high engineering standards of its sweeping curves and its solid construction. The line had 54 stops and included major stations at Golf Junction, Stanley, Lents Junction, Gresham, Boring Junction, Eagle Creek, Estacada and Cazadero. In 1905, plans were laid to extend the Cazadero Line along the Clackamas River and over the mountains to eastern Oregon. To encourage week-end use, the rail corporation developed destination parks along the line such as Oaks Amusement Park on the banks of the Willamette River in Sellwood. These parks became major attractions drawing thousands of passengers each weekend.

By 1906, two companies bought out the profitable Oregon Water and Power Railway. A merger united this joint venture and the line was now owned by Portland General Electric and the Portland Railway Light and Power Company. It was under this ownership that the line reached its peak. By 1910, the company had 6 electric plants and 161 miles of rails, carrying 16,000,000 passengers each year on the city-wide system. Additional power plants were underway at Faraday and Oak Grove Dam. The cars were all painted an elegant combination of maroon body, cream trim and black top. In addition to passengers, the rail hauled farm produce into markets in Portland. It was at this time that the line acquired the name "Springwater Line," probably because of the planned connection to the community of Springwater on the Clackamas River.



Figure 4. Bellrose Trolley Car

Figure 5. Inter-urban Trolley System



After World War I, passenger service declined due to the popularity of the automobile. The depression of 1930 led to a further decline in the ridership of the line. Though several attempts were made to revive business, all failed. In 1932, the line from Boring to Cazadero was terminated. The State of Oregon purchased the right-of-way. In 1949, service was further cut and service was provided only to the Bellrose station. In 1958, all interurban passenger service was suspended. Southern Pacific and Union Pacific acquired the line in 1962 to operate the line as a freight service. Freight service was terminated in 1989, at which time it was acquired by the Oregon Department of Transportation who in turn transferred ownership to the City of Portland.

### Communities

As is typical of the development of transportation routes, several communities sprang up along the Springwater Line. Many of these communities carry the names of their founders. Heading west to east, these include Sellwood, Waverly Heights, Eastmoreland, Woodstock, Errol Heights, Lents, Powellhurst-Gilbert and Pleasant Valley. Towns that developed along the line include Milwaukie, Gresham, Boring, Eagle Creek, Estacada and Cazadero. During the peak of the rail line era, the Springwater Line was the lifeblood to these communities.

- **Sellwood**

Located on the banks of the Willamette River, the town of Sellwood gets its name from Reverend John Sellwood, who purchased land from the Eddy family in 1866. Sellwood had hopes of starting a religious community in the area, but ended up selling to T.A. Wood, who platted the town of Sellwood in 1882. In 1887, the town was incorporated and had a population of about 800. A ferry boat ran across the Willamette River at the base of Umatilla Street. This area was popular among Portlanders. A horse race track was operated at the present site of Sellwood Park and the area had one of the finest sandy beaches along the banks of the Willamette. Oaks Park was built in 1905 by the Oregon Water Power and Railway Company. Oaks Park was built to attract week end ridership and to promote the virtues of electricity. The park remains in operation today and retains much of its original character.

- **Waverly Heights**

Known locally for its fine golf course, Waverly Heights sits on the former Luelling family homestead. Purchased in 1890 by a group of Portland's social and business leaders, the intent for the site was to build an exclusive community amongst a pastoral, golf course setting. The original community included only 16 lots overlooking the clubhouse. The vision was a success and many of the original mansions are still in existence today. The site was also home to the Portland Polo club.

- **Eastmoreland**

Eastmoreland was platted in 1909 by Ladd Estate Company, formed by William Ladd. Ladd had previously developed Westmoreland, and chose the name after a Multnomah

County judge, Julius Caesar Westmoreland. The neighborhood was built in close proximity to the recently completed Reed College. This became a selling point for the Ladd Estate Company as potential home buyers were shown photographs of upper-crust neighborhoods surrounding a college modelled on East Coast Ivy League schools. To the south of Eastmoreland and directly on the Springwater Corridor, is the former site of a bustling industrial area, where sawmills turned out 10,000 board feet of lumber per day.

Further east along the Corridor lies Tideman Johnson Nature Park. The park is named after the Johnson family, (no relation to William Johnson, the Creek's namesake) whose original land claim included the park land. The site is unique because it represents one of the few areas along Johnson Creek that is within a gorge. The Johnson's encouraged public use of their property for recreation purposes. They sponsored 4th of July picnics and fireworks open to all who desired to attend. The site was donated to the City of Portland in 1942 and remains in a natural state today as a refuge for wildlife.

- Woodstock

The Woodstock neighborhood was platted in 1889 and was named after a Sir Walter Scott novel. Originally, all of the streets in the Woodstock area carried the names of characters in the novel. Woodstock is within the eastern end of the gorge area. Of particular note in this area is the fish ladder and waterfall at 45th and Harney, constructed by the Works Progress Administration in 1934.

- Brentwood-Darlington (Errol Heights)

Brentwood-Darlington, formerly known as Errol Heights, was originally named after a sailing ship, Errol, that carried Joseph A. Strowbridge to America from England. Strowbridge settled on property between 45th and 82nd Avenue. His heirs later subdivided his land and formed the Strowbridge Estate Company. The company was responsible for establishing Errol Station on the Springwater Line. A plat was filed in 1910 and the neighborhood promoted itself as a suburban, bedroom community, where the low cost of land was a chief draw. Many of the residents from the neighborhood worked with the WPA throughout the 1930's.

- Lents

The town of Lents is named after the Lents family who originally settled the area around 92nd Avenue. The town was officially platted in 1892 and was serviced by steam trains and later electric trolleys along the Springwater Line. The town has been through severe changes as business suffered from development along 82nd Avenue and the construction of I-205.

Points of interest along the Corridor in Lents include William Johnson's original settlement location at 100th and Foster, the former site of Indian Rock at the base of Mt. Scott, Lents Junction and the PGE substation at 102nd and Woodstock.

- David Douglas Area (Powellhurst-Gilbert and Pleasant Valley)

Settlers came to the David Douglas area because of the rich soils deposited by regular flooding of Johnson Creek. This particular area of the Johnson Creek basin is notably narrower than most of the basin, making it especially susceptible to flooding. The Springwater Line served the farmers in this area with stations at Arnaud (112th), Kirpatrick (117th), Gilbert (122nd), Ramapo (128th), Bellrose (136th), Wilson (141st), and Sycamore (Jenne Road). Gilbert station had loading dock facilities to handle produce for transport to Portland.

Points of interest along the Corridor in the David Douglas area include Beggar's Tick Marsh at 111th and Harold; and Powell Butte Nature Park at Powell and 162nd, a 569 acre nature area situated on one of the Boring Lava domes. Also just south of the Corridor along SE 122nd lies Leach Botanical Garden. The garden has an excellent collection of native plants and is located on the banks of Johnson Creek.

- Milwaukie

Founded in 1847, the town of Milwaukie lies at the western end of the Springwater Corridor. Both the Leuelling settlement and the mouth of Johnson Creek are within the City of Milwaukie. During the late 1800's, Milwaukie rivaled with Portland as the key shipping port on the Willamette River. Industries such as sawmills, ship building and gristmills sprung up in the area.

In the 1930's, the Springwater Line was a daily part of most Milwaukie residents. The line served passengers and hauled industrial goods into Portland. The Wichita Feed Store on Johnson Creek Boulevard began business during this time. It served as a hub to the community selling agricultural products and hardware. The building remains in the original family's ownership and the interior has changed little since it was opened.

Bell Station, located at Johnson Creek Boulevard and Bell Avenue, was built in 1902 and is on the Clackamas County Inventory as well as the National Register of Historic Places. The name is misleading as the building has never been a rail station but rather a store. It currently houses a deli and grocery business. The actual Bell Station train stop had a small shelter directly across the street to the west of the store.

- Gresham

Early settlers came to the Gresham area because of abundant timber and fertile soils. The close proximity to Portland created a strong market for these goods. Crops were brought into Portland via Powell Boulevard, a former Indian trail, later named after the Powell family that first settled the area. With the railway completion in 1903 running through the center of Gresham, transportation became much easier and Gresham's population grew. The main rail station was located at the current Main City Park. A secondary station was located at Linneman Junction and named after the Linneman family who settled the area in 1852. The station building still remains and plans are now underway



by the City of Gresham to move the structure to its original location and convert it to a rail museum.

Cedarville Park, also known as Club Paesano, is immediately adjacent to Linneman Station and the Springwater Corridor. The privately-owned park was named after the abundant cedar trees in the area. The park was established in 1910 and is still popular today as a week end picnic spot.

Gresham began sponsoring annual fairs in 1906 and was chosen as the site for the Multnomah County Fair in 1926. These attracted visitors to the area many of whom came back to settle in Gresham.

Between 1970-1980, the population in Gresham tripled as it became a "bedroom" community to Portland. Additional growth was spurred on by the completion of light rail in 1986.

Also of notable interest along the Springwater Corridor are three pioneer cemeteries dating back to the 1860's; Ambleside community at Hogan Road which is a planned summer resort community dating back to 1904; and Columbia Brick Works, a brick factory established in 1906 and still in operation.

- Boring

The town of Boring is at the eastern end of the Springwater Corridor. It was named after Willard H. Boring, the first pioneer in the area. Because of the hilly terrain, farming was difficult and land claims were few. Livestock, lumber and grains were the main products of the area. Boring began to develop a town center with the arrival of the Springwater Line in 1903. Boring Junction was built as the official station for the town. A store with apartments quickly followed, then a post office and drug store were built in 1910. Many of these buildings are still in active use and have been placed on the Clackamas County Historic Inventory. The station building still stands but is in need of repair.

### C. Socio-economic Summary

The Springwater Corridor in its current undeveloped condition offers some use to people living nearby. When developed, local use will increase as well as regional use. The Corridor will serve to meet the recreational needs projected to arise from increases in population and housing growth. Development of the Corridor will provide a significant alternative route for equestrian, non-motorized, and foot transportation. The Corridor will eventually provide an important link for future trail development between the downtown urban center, 40 Mile Loop, Mt. Hood National Forest, and the Pacific Crest Trail.

Adjacent Land Use and Zoning:

The 16.5 miles of the Springwater Corridor occupies 190.8 acres of land. It begins in an urban setting within the City of Milwaukie and ends in a rural area of the town of Boring. The Corridor lies within the Urban Growth Boundary for most of its length, with the exception of a small pocket near Jenne Road, and east of Hogan Road. Along its course the trail passes through several types of zoning designations. Land uses along the Corridor are generally consistent with the zoning designations with some exceptions at scattered parcels. The majority of surrounding land, (36%), is zoned for residential use and extends along the entire length of the Corridor.

Industrial designations make up 14.3% of zoning adjacent to the Corridor. Most industrial lands are between the western end of the Corridor in the City of Milwaukie east to Foster Road near 120th Avenue. The remainder of industrial lands occur in the town of Boring.

Manufacturing zoning, (7.5%), and commercial zoning, (1%), are also dispersed within the industrial areas. Manufacturing lands exists in two areas: between Luther Road and Flavel Street; and between the I-205 Freeway and 111th Avenue. Almost all the commercial lands are concentrated near 82nd Avenue in the form of strip development.

East of Powell Butte Nature Park much of the trail passes through a rural area with the exception of the City of Gresham. Most of the land is zoned as agricultural, transitional timber, and farm. This type of zoning and land use constitutes approximately 10% of the lands surrounding the Corridor.

Along the trail are several natural resource and open spaces that total 685.3 acres. These natural resource and open space areas occupy 3.2% of the land use adjacent to the Corridor.

The above zoning and land uses account for 78% of the surrounding land adjacent to the Corridor that is under the jurisdiction of the City of Portland. The remaining 28% of land is within the 4.5 mile jurisdiction of the City of Gresham. Land within Gresham consists of residential, commercial, and open space zoning designations.

### Demographics:<sup>5</sup>

The Springwater Corridor passes through four cities or towns and two counties, Multnomah and Clackamas. The counties are divided into sub-areas which are subdivided into census tracts. The Corridor passes through six sub-areas and a total of twenty census tracts. All the census tracts, with the exception of #233 in sub-area #19, lie within the urban growth boundary. A common boundary for the sub-areas and census tracts is the Multnomah/Clackamas County line and the Willamette River for sub-areas #2 and #6. Table 1 lists the settings, types of land use, populations of census tracts adjacent to the Corridor within the sub-areas. *See map on following page for reference to the Corridor, census tracts, and sub-areas.*

Table 1. Census Tract Information

Sub-area	Census Tract	Setting	Land Use	Population
2	2	Urban	Industrial	13,429
	3.02		Residential	4.4% of
	6.01		Commercial	sub-area
	6.02		Manufacturing	
	86			
	88			
4	85	Suburban	Residential	21,327
	89		Manufacturing	28.1% of
	90			sub-area
	91			
5	98.02	Urban	Residential	30,577
	99	Suburban	Commercial	35.2% of
	100	Rural	Natural/Open	sub-area
	104.04			
Sub-total population for Multnomah County				65,333
6	208	Urban	Industrial	16,564
	209		Residential	26% of
	210		Commercial	sub-area
	216.01		Manufacturing	
7	222.01	Suburban	Residential	2,317
			Commercial	11.8% of
				sub-area
19	233	Rural	Residential	4,583
			Agricultural	6% of
			Timber Trans.	sub-area
			Industrial	
Sub-total population for Clackamas County				23,464

<sup>5</sup> Data taken from 1989 METRO Regional Forecast

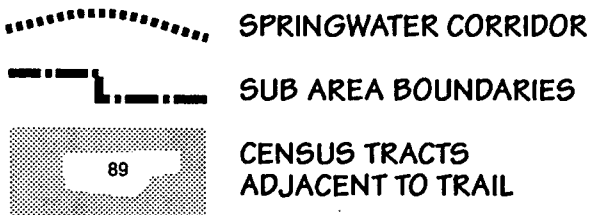
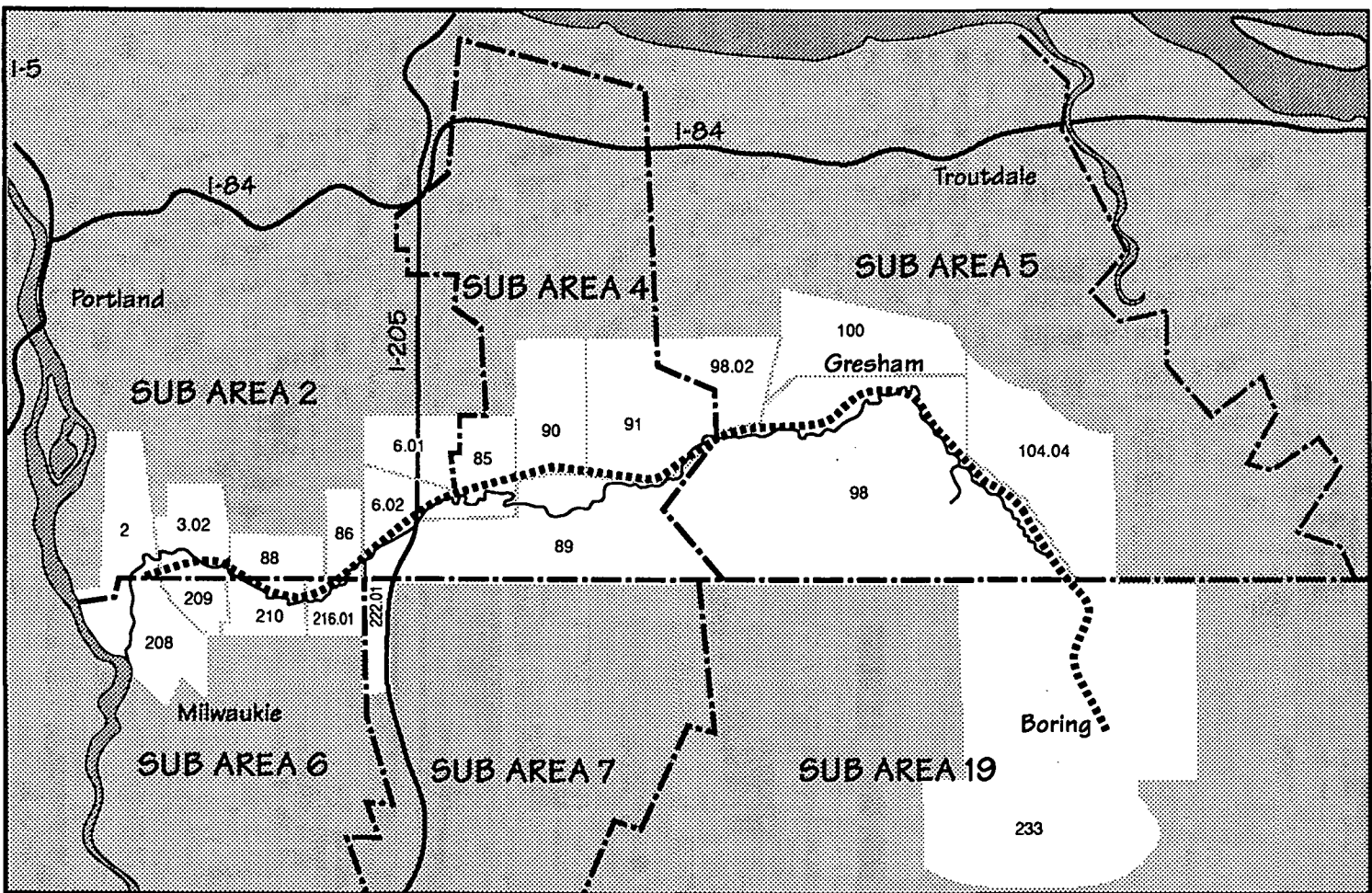


Figure 6. Map of Census Sub Areas

The fourteen census tracts in sub-areas #2, #4, and #5 are in Multnomah County and have a population of 65,333 people. This is 14% of the total population for the three sub-areas. The six census tracts in sub-areas #6, #7, and #19 are in Clackamas County with a combined population of 23,464 people. This is 14.8% of the total population of 88,797 people for the three sub-areas.

The population adjacent to the Corridor resides in 41,889 housing units. These units are divided into single-family and multi-family dwellings. The average split along the Corridor is 73% single-family and 27% multi-family dwellings.

Population Growth and Housing: <sup>6</sup>

Population along the Springwater Corridor is projected to experience changes involving growth and decline by the year 2010. Some parts of the area are expected to see a decline of 10% in population, others an increase by as much or more than 150%.

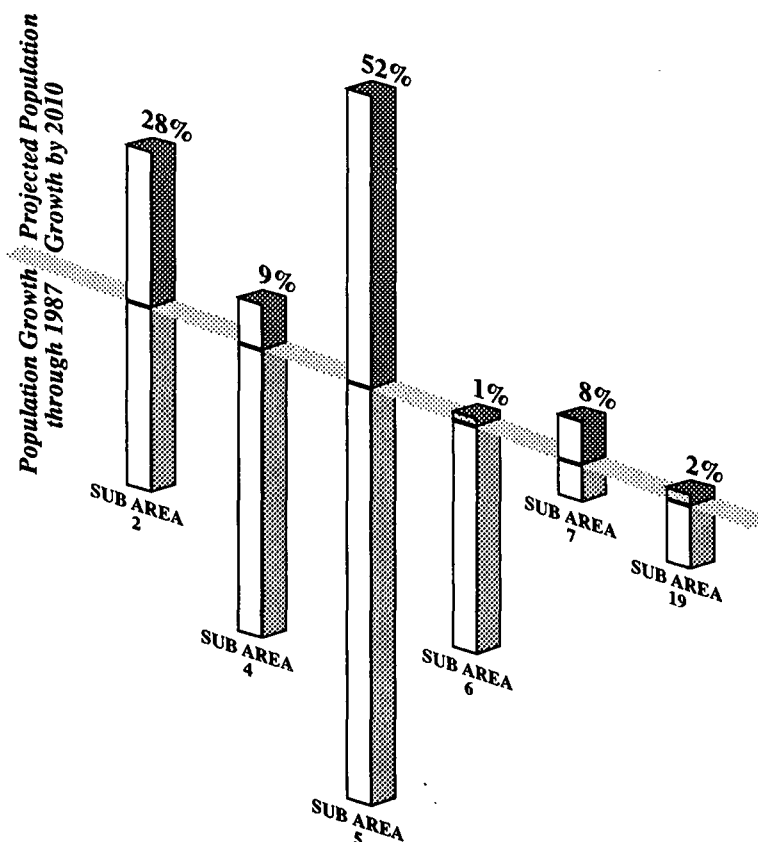


Figure 7. Census Tract Population - Anticipated Change

<sup>6</sup> Data from 1989 METRO Regional Forecast

The total population growth along the Corridor by the year 2010 is projected to reach 131,164 people, an increase of 47.7%. Census tracts in sub-areas closest to the urban center are projected to show the least growth while census tracts in sub-areas farthest from the urban center are projected to show the greatest growth. Most of the population increases are projected to occur east of the I-205 freeway. A large increase is expected to be in the area of Gresham from the Multnomah county line north to Burnside Road and between Foster Road to 282nd Avenue. This increase is projected at 22% to 140% depending on census tracts. The area around Happy Valley is projected for the largest increase in population at 152%. The area around Boring, which is outside the Urban Growth Boundary, is projected for only a moderate amount of growth, (17%), as is the area around Powell Butte Nature Park.

Changes in population along the Corridor are likely to result in changes in housing units as well. The types of units, single-family or multi-family units, will depend upon land use and zoning along the Corridor. Currently, land zoned along the Corridor as residential is designated as low to medium density. Multi-family units are projected to grow in urban areas, while single-family units are projected to grow in more rural areas. The suburban areas in between are projected to have an increase in both single and multi-family units. The greatest increase in single-family units is expected to occur east of I-205 out to Gresham between the Multnomah/Clackamas county line and the Springwater Corridor.

The projection for multi-family units shows growth in several different areas along the trail, but the largest growth is expected to be around Gresham and west of Happy Valley along I-205. The land in these areas are zoned as low density residential with some medium density included. The projected demand for multi-family units may result in a need for upzoning in density levels.

#### Population Served:

In the next several years the area around the Springwater Corridor will experience significant growth. With the growth will come increases in population density, thus increasing the demand for open space and recreation opportunities. This growth will lead to some areas becoming "park deficient" according to Oregon's State Comprehensive Outdoor Recreation Plan (SCORP).

The *State Comprehensive Outdoor Recreation Plan (SCORP)* defines the desired size of parks and recreation sites. The plan matches the size of the site with the size of the service area and the population of the service area. In accordance with the *SCORP* many of the neighborhoods and recreation sites in the metropolitan region are deficient. The Springwater Corridor when developed will help to meet the goals of the plan. The Corridor will serve as a linear park and will help increase the ability of the region to meet the *SCORP* goals.

The City of Portland Bureau of Parks and Recreation's master plan, *Park Futures*, defines one of its goals as the completion of the 40 Mile Loop. A significant issue is the continuity of the trail system. Little of the Loop has been developed on the southeast side of the metropolitan area, despite a high level of demand. The Springwater Corridor, when completed, will close a large portion of the gap in the Loop.

Development of the Springwater Corridor will offer the following types of recreation and activities: a place for organized walking, hiking, and running groups; casual hiking, jogging, and walking; bicyclists (both on and off-road types), commuters, and equestrians. The Corridor offers a wide variety of uses and access to other recreational sites. It will also act as a destination in itself where people will be able to go and unwind or relax, be close to nature, be by themselves, or just pass the time.

The Springwater Corridor is not limited to usage by nearby residents. Citizens from other areas around the metropolitan region will be able to access the Corridor. The *Park Futures* telephone survey of residents region wide showed that many of the activities that people regularly participated in will be provided by the Corridor. The most popular includes walking for recreation, picnicking, day hiking, bicycling, and jogging. Some other benefits offered by the Springwater Corridor are:

- Naturalists, environmental education classes, and bird watchers will be offered a diversity of landscapes from urban to rural habitats in addition to the many open spaces, green spaces, and nature parks accessible from the Corridor.
- Disabled citizens will be able to enjoy many of the benefits offered by the Corridor because of hard surfacing.
- Bicycle commuters will be offered a safe and direct link to employment and shopping centers.
- Bicyclists will be able to connect into the 16-mile I-205 bike path that extends from Vancouver, Wash. to Gladstone, Ore. raising the total of off-street bike paths to over 37 miles.
- Equestrians will be able to enjoy a recreational area extending the length of the Corridor.
- All users will benefit from a safe recreational environment without having to contend with motor vehicles, with the exception of intersections.
- Residents in "park deficient" neighborhoods will be able to access other parks and recreational facilities more safely and easily.

- Recreational users will be offered scenic views and access to areas with scenic views such as those on Powell Butte.

The Springwater Corridor can be accessed via public transportation which runs twelve bus routes and one light rail route. Currently, there are six bus routes that intersect the Springwater Corridor providing service to either downtown Portland or Gresham. Another two bus routes pass nearby that provide service to downtown Portland. Passing close by the Corridor, MAX Light Rail system runs from Gresham to Portland. A preliminary study of extending the light rail system to Milwaukie is underway. Recommendations about these possible extensions will be made in the spring of 1993. All but two of the routes have lifts for disabled citizens but only bus routes #31 and #71 are currently equipped with racks for bicycles.

Comparative user survey results from the I-205 bike path, *Park Futures*, the Burke-Gilman trail in Seattle, as well as counts from *The Impact of Rails-Trails* by the National Park Service form the basis for projections of usage and user groups on the Springwater Corridor. A variety of locations and settings is included in order to show the potential range of number of users and percentage of user groups. These results do not take future population growth into account.

Table 2. Comparative User Survey Results

<u>Trail Name</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>Percentage of Users</u>
<i>Dyersville, Iowa: Rural</i>				
<i>Heritage Trail</i>	375	11,249	134,986	
Bicycling	244	7,312	87,741	65%
Walking	112	3,375	40,496	30%
Jogging	11	337	4,050	4%
Equestrian	4	112	1,350	1%
<i>Contra Costa County, Calif.: Urban</i>				
<i>Lafayette/Moraga Trail</i>	1,136	34,079	408,950	
Bicycling	239	7,157	85,880	21%
Walking	738	22,151	265,818	65%
Jogging	148	4,430	53,164	13%
Equestrian	-	-	-	-
<i>Portland, Ore.: Urban</i>				
<i>I-205 Bike Trail</i>	218	6,545	78,540	
Bicycling	144	4,330	51,960	66%
Walking	74	2,215	26,580	34%
Jogging	-	-	-	-



*Seattle, Wa.: Urban*

<i>Burke-Gilman Trail</i>	1,558	46,740	560,880	
Bicycling	1,262	37,859	454,313	81%
Walking	125	3,739	44,870	8%
Jogging	156	4,674	56,088	10%
Other	16	467	5,609	1%

<i>Park Futures Plan</i>	3,576	107,274	1,287,288	
Bicycling	710	21,305	255,658	20%
Walking	2,378	71,338	856,056	67%
Jogging	501	15,018	180,216	14%

**Portland, Ore.: Varied**

<b>Springwater Corr.</b>	<b>1,219</b>	<b>36,575</b>	<b>438,903</b>	
Bicycling	683	20,482	245,786	56%
Walking	439	13,167	158,005	36%
Jogging	110	3,292	39,501	9%
Equestrian	37	1,097	13,167	3%

Relation to Other Recreation Sites:

The Springwater Corridor is located only a few miles away from several major recreational areas, such as the Willamette River, Oaks Amusement Park, the Clackamas River, the Sandy River, the Columbia River, and Oxbow State Park. The Portland metropolitan area is wealthy in terms of recreational areas and the Springwater Corridor plays an integral part as a connector.

The Springwater Corridor acts as a hub for many recreational sites and facilities within a half-mile to a one mile distance of the Corridor. Located within a one-half mile of the Corridor are 38 parks and facilities, four of which are privately owned. The public areas vary from as small as a 2.4 acre undeveloped park site to as large as the 569 acre Powell Butte Nature Park. The total acreage for all 38 sites and facilities is 1023.4 acres. The 38 sites consist of four community parks, nine neighborhood parks, and three recreational facilities. Included are seven natural resource/open spaces and eight undeveloped park sites. A listing of parks, their jurisdictions, size and type, and distance from the Springwater Corridor can be found in Appendix B of this master plan.

An inventory of these sites and facilities is as follows:

<u>Recreation Facilities</u>	<u>Total Number</u>	<u>Recreation Facilities</u>	<u>Total Number</u>
Ballfields	22	Golf Course	1
Tennis Courts	6	Benches	78
Stadiums	2	Picnic Tables	131
Parking Spaces	650	Game Courts	17
Restrooms	12	Play Equipment	94
Soccer Fields	1		

There are currently 20.99 miles of bicycle routes that are within one-half mile of the Corridor. Partially included in this total is the I-205 bicycle route that runs from Vancouver to Gladstone. Of the 20.99 miles, one-third are off-street bike routes, most of which are located within Powell Butte Nature Park.

Existing hiking trails and pedestrian paths near the Springwater Corridor total 8.73 miles. The majority of these trails are located within Powell Butte Nature Park.

Besides hiking and bicycle routes, there are 4.67 miles of designated trails for equestrian use, all located within Powell Butte Nature Park. Strong support by various equestrian clubs has demonstrated a demand for an equestrian trail along the entire length of the Springwater Corridor.

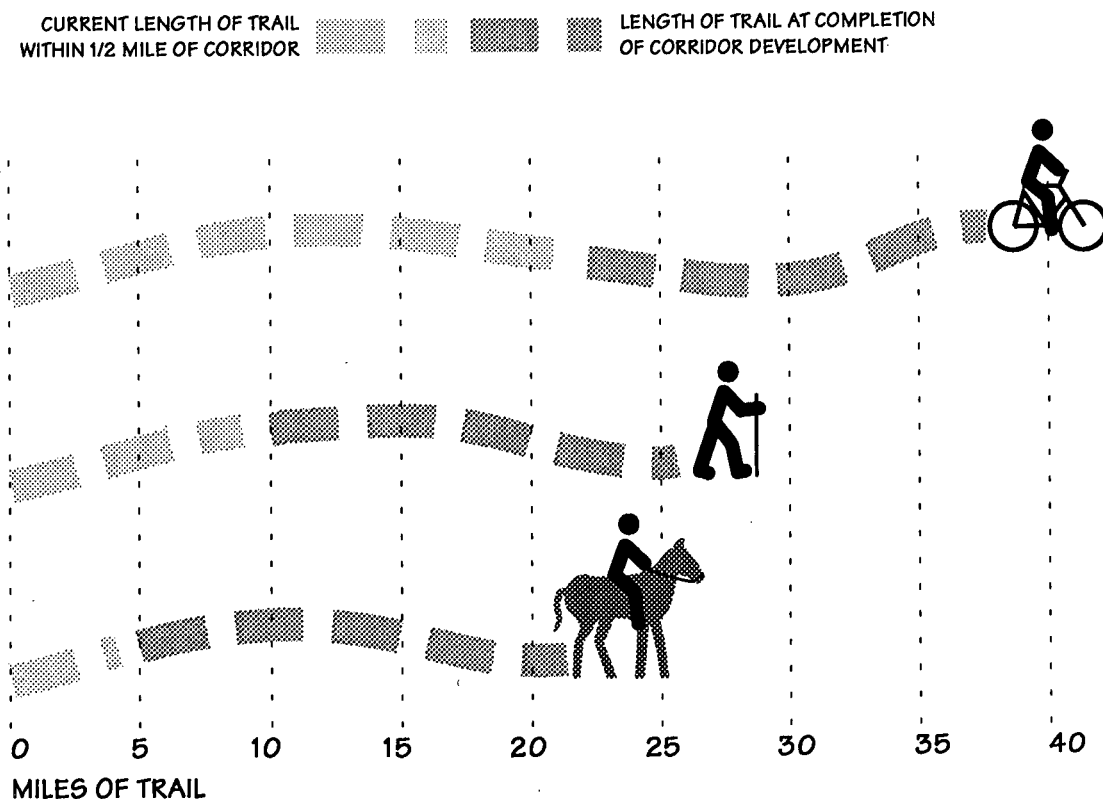


Figure 8. Increased Trail Length

## CHAPTER 3

### CITIZEN INVOLVEMENT

Citizen involvement has been a key element in the development of this plan. The public was involved in several different ways, as outlined below:

#### A. Advisory Committees

Early in the planning process, a citizen steering committee was appointed by the Project Managers in order to guide the decision-making process. This committee included one or two representatives from all of the various user groups that would be expected to have an interest in the final result of the plan: hikers, runners, bicyclists, mountain bikers, equestrians, the 40 Mile Loop Land Trust, Friends of Johnson Creek, the Johnson Creek Corridor Committee, neighborhood activists, adjacent property and business owners, and people with disabilities.

The role of the committee was to help synthesize input from the public-at-large, review the planning process and direct its results. Many of the innovative ideas for the plan and its implementation were originated by the thoughtful people who participated on the steering committee.

In addition, an agency committee was appointed in order to merge the efforts being expended by each agency toward the common goal of development of a plan and the plan's implementation. This committee included representatives of law enforcement agencies, Oregon State Parks and the U.S. Forest Service in addition to each of the jurisdictions most directly affected: METRO, Milwaukie, Gresham, Multnomah County and Clackamas County.

#### B. Public Process

The public was involved in the development of this plan in many ways. The Bureau employed the following methods of outreach:

##### Signage:

As soon as ownership of the property was transferred to the Bureau of Parks and Recreation, temporary signage was installed throughout the Corridor at street and bridge crossings. These signs offered a place to contact for further information, outlined use limitations ("No motorized vehicles. No dumping.") and dangers inherent in the existing conditions. Dozens of citizens contacted the City as a result of these signs.

Newsletter:

A quarterly newsletter has been issued since May 1991. The newsletters are mailed to a mailing list of approximately 3000, which includes all properties located within 500' of the Corridor, elected officials, and people who called for more information. Newsletters are used to update citizens on progress, upcoming hearings, and issues of interest. They were also used to gather input on condition of the trail.

Surveys:

Two surveys were conducted in 1991. The first was a door-to-door survey of all the residential properties located within 500' of the Corridor. Students from Portland State University designed the questionnaire, conducted the survey, and analyzed the results. A follow-up survey was mailed to commercial properties located within 500' of the Corridor. Questions were patterned very closely after the residential survey. These results were analyzed by the Bureau of Parks.

The survey revealed that neighbors are very supportive of recreational development along the Corridor. Results were quite similar between residential and commercial neighbors. When asked directly if they would like to see the Corridor developed, over three-quarters (77%) said they would in both surveys.

Among residential neighbors, recreation, nature watching, and beautification were indicated by 67%, 59%, and 58% respectively of those desiring development. Those not wanting to see the Corridor developed (23%) showed little agreement regarding specific reasons for opposing development. Concerns with vandalism, privacy, noise, litter, danger from others, and funding were quite minimal ranging from 10% to 16% of those opposed to development. The percentage of people who expect to use the Corridor exceeds the percentage who want development, and varies by location within the Corridor, from 79% between SE 39th - 82nd, to 89% between SE 82nd - I-205.

Among commercial neighbors, wildlife habitat improvements ranked highest at 68%, followed by bike trails and regular security patrols (65%) and trail connections to other parks at 61%. Again, similar to the residential results, the percentage of respondents that claim they will use the Corridor if developed (81%) exceeds the respondents wanting development. Walking was the greatest anticipated use, followed closely by biking and nature watching. Approximately 86% of the respondents anticipate that between one and 10 of their employees will use the Corridor daily. Those opposed to development cited concern over vandalism and loss of privacy as reasons for the opposition. Litter and noise from the Corridor were also cited as concerns.

A full analysis of the surveys is included as Appendix C.

Public Meetings:

Three rounds of public meetings were sponsored by the Bureau during the development of this plan. The first round, in October of 1991, was used to explain the project and the schedule, and develop goals and a list of concerns. Approximately 60 citizens attended these meetings. Their input on goals was synthesized and adopted by the citizen steering committee. A list of their concerns is included in Appendix D.

The second round, in May of 1992, was the forum for a presentation of the draft master plan. Approximately 40 citizens took part in three workshop sessions. Conceptual plans for trailhead design and locations, trail surfacing, points of interest, and a phasing schedule were introduced. Citizen input was summarized (see Appendix E) and the plans were modified as directed by the citizen steering committee. Modifications that resulted from these sessions included extension of the equestrian facilities to McLoughlin, revised trailhead locations, and additional interpretive opportunities.

The final public meeting was held in October, 1992, to present revisions to the master plan. Approximately 20 citizens attended. Citizen input was summarized (see Appendix F), and minor revisions were made to the master plan.

In the fall of 1992, this master plan was adopted by each affected jurisdiction. See Appendix G for a list of adoption dates.

**C. Continuing Public Involvement**

This master plan is to be considered a starting point only. Because demographics and land uses, and how the Corridor is used will change after it is developed, there will be a need to re-visit and refine the master plan.

The biggest anticipated change probably will come because of user conflict. This Corridor, once developed, will undoubtedly be very popular. Not all user groups will co-exist harmoniously. User etiquette and regulations may need to be modified.

When this is considered, a similar steering committee and simplified public process should be conducted, in accordance with the goals adopted by this master plan.



## CHAPTER 4

### THE PLAN

#### A. Goals

The development of the Springwater Corridor Master Plan is in direct response to a set of goals established from citizens' input at the first round of public meetings. These goals are as follows:

- Preserve the linear integrity of the Corridor. Acquire new lands adjacent to the Corridor as available and as appropriate.
- Minimize conflicts between user groups as much as possible through design and a management plan.
- Celebrate and interpret the cultural and geographic history of the Corridor.
- Enhance and preserve the natural resources of the Corridor.
- Allow the Corridor to serve as an alternative transportation route.
- Provide a safe and inviting environment throughout the Corridor. Provide a high standard of maintenance.
- Serve the widest possible array of compatible user groups.
- Utilize the Corridor to join the communities and recreation sites it travels through, by maximizing involvement opportunities in planning, developing and maintaining the Corridor.
- Maintain positive impacts to adjacent properties.
- Provide for a range of recreational activities throughout the Corridor.
- Create funding options and develop a phasing plan to complete development as soon as possible.
- Develop a clear and comprehensive signage system in order to orient and educate users.

- Encourage responsible use of the Corridor with respect for adjacent properties.
- Incorporate the Corridor into the Metropolitan Greenspaces Trail System, sharing management responsibilities with appropriate jurisdictions.

Establishing these goals provides a means of addressing the wide array of community concerns received from public input and addressing those within the master plan development.

## **B. Plan Illustrative**

See the Master Plan fold-out, page 1.

## **C. Description of Major Plan Features**

### Design Theme

The general design theme will focus on showcasing the use of local materials, using recycled materials when possible. This Corridor will be distinctly Northwest, showing the use of local stone, plant materials, and workmanship.

### Trails

#### • Multi-purpose Trail:

A twelve foot wide, multi-purpose, hard surface trail with two 2' wide soft shoulders (one on each side) will extend from the western end of the Corridor east to Palmbled Road, the eastern edge of Gresham. The hard surface trail shall be designed to facilitate a wide range of uses including bicycles, wheelchairs, hiking, jogging, strollers, and walkers.

#### • Equestrian Trail:

An equestrian trail will be developed along the entire length of the Corridor. Wherever possible the equestrian trail will be separated from the multi-purpose trail and reserved exclusively for equestrian use. This will reduce accidents between equestrians and faster moving bicyclists or other trail activities. A visible clear zone should be provided where the equestrian trail joins or intersects with the multi-purpose trail. The equestrian trail will be native soil topped with a bark peeling surface. West of 128th, special signage should be used to warn equestrian of hazardous road crossings at 122nd, Foster Road, 82nd and Johnson Creek Boulevard.

The intent of providing an equestrian trail the length of the Corridor is to accommodate a number of equestrians who live or board their horses close to the western terminus of the Corridor. Secondly, there is a future potential connection across the Sellwood bridge (when it is re-built) to Tryon Creek State Park, a popular destination for equestrians.



The equestrian trail should have a minimum horizontal clearance of 5'-0" and a minimum vertical clearance of 10'-0". All vegetation such as tree limbs, stumps, etc. should be cleared from this area. At bridge crossings, a special rubberized matting should be used over the wood decking for improved safety of equestrians.

- Combined Multi-purpose and Equestrian Trail:

In a limited number of locations, the multi-purpose trail will need to merge with the equestrian trail. This happens at bridge crossings, wetland areas, and steep canyon areas. In these situations, the multi-purpose trail will be reduced to a ten foot width paralleled by a six foot wide soft surface equestrian trail.

- Soft Surface Trail:

A ten foot wide soft surface trail will extend from Palmblad Road south to Boring. This portion of the Corridor passes through a rural, agricultural landscape that is in sharp contrast to the urbanized western end of the Corridor. The development intent in this section is to harmonize with the surrounding rural character, minimize development impacts while providing a safe and useable Corridor. Palmblad Road provides a convenient route for touring bicycles to join with the Highway 26 bike route, so a hard surface is not necessary. User groups are anticipated to include hikers, joggers, mountain bikers, and equestrians. Selection of a soft surfacing material for this section is dependant on the outcome of the surfacing experiments underway near I-205.

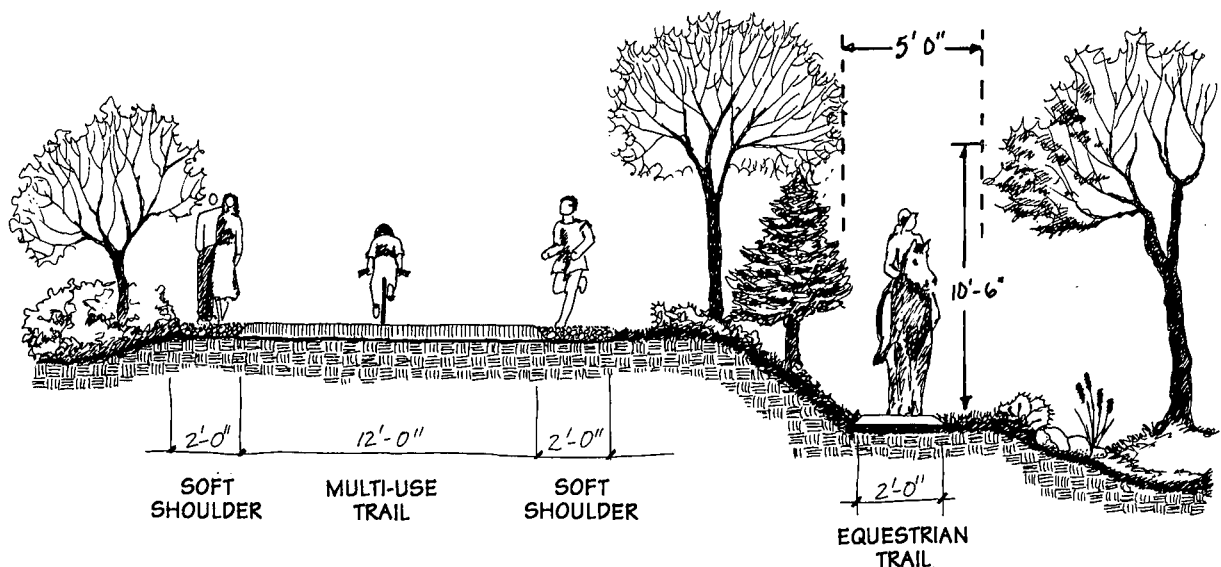


Figure 9. Trail Section Diagram

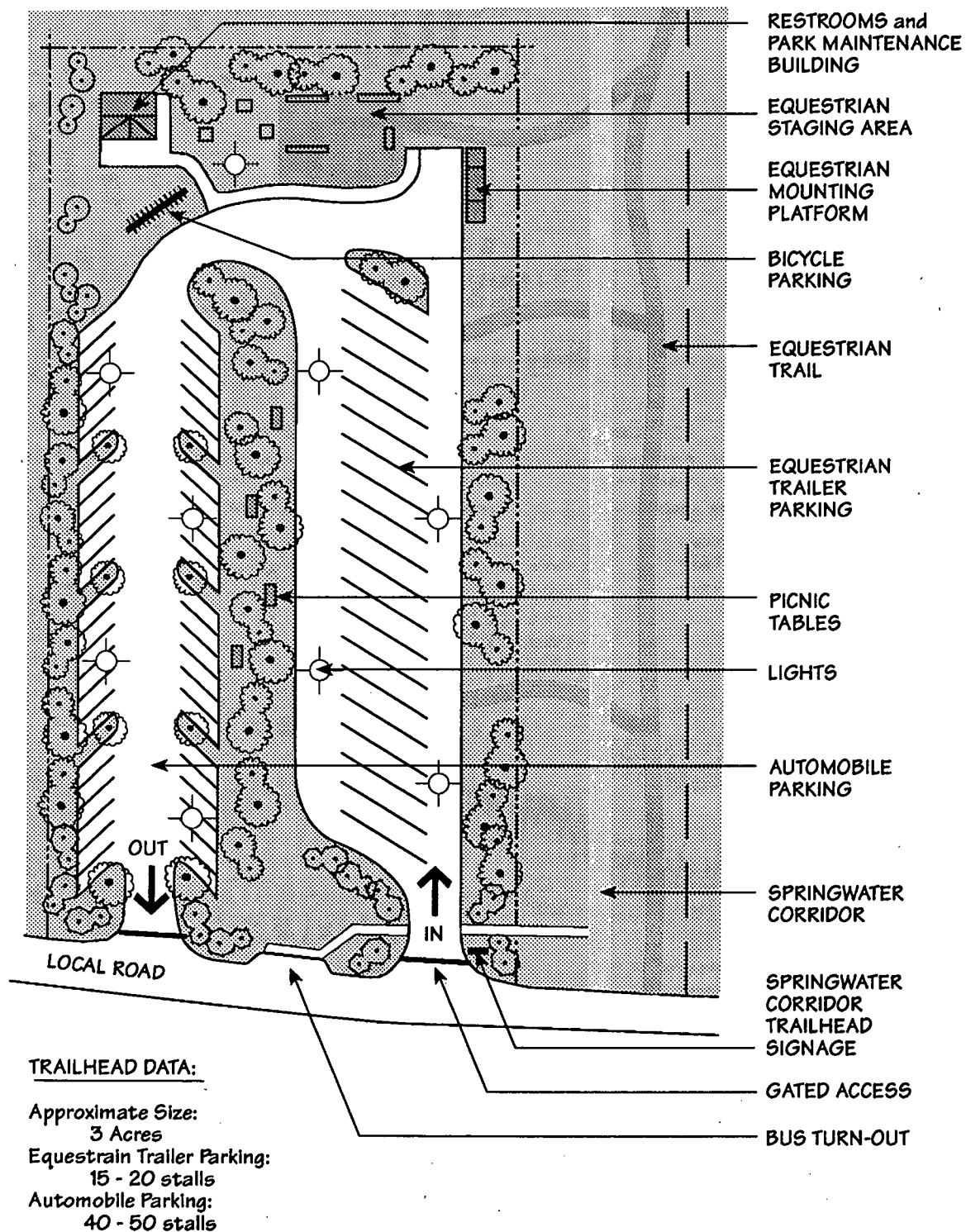


Figure 10. Trailhead with Equestrian Facilities

### Trailheads and Facilities

In order to provide public access and serve a wide diversity of users, trailheads ideally should be located approximately two and one-half miles apart along the Corridor and in close proximity to public transportation. The one exception to this is the rural section between Palmblad Road and Boring, where minimum development is desirable. A total of eight trailheads are being proposed along the Corridor. Four of these are within the Gresham city limits and are located at Linneman Junction, 10th Street, Main City Park and Hogan Road. Of these, the 10th Street trailhead will accommodate equestrians. Outside of Gresham, trailheads are proposed in the general proximity of the following street crossings: SE 45th Avenue (at Johnson Creek Boulevard), near I-205, SE 136th Avenue, and at Boring Junction. Of these trailheads, equestrian facilities will be provided at the SE 136th Avenue site and at Boring Junction. An existing trailhead on top of Powell Butte with equestrian facilities will provide additional access to the Springwater Corridor. Powell Butte has numerous hiking, mountain biking and equestrian trails that link directly with the Springwater Corridor. In addition, Beggar's Tick Marsh Natural Area may have an opportunity for limited shared parking and a small trailhead facility.

Trailheads will include automobile parking, restrooms/changing rooms with maintenance/storage areas, lighting, a drinking fountain, at least two path connections to the Corridor, picnic tables, garbage cans (with encouragement to recycle at home), bicycle parking, telephone and plantings for shade and aesthetics. Equestrian trailheads will have additional facilities including a staging area, horse watering trough, hitching posts, trailer parking, horse mounting ramps for physically challenged equestrians and horse waste composting bins. A separate equestrian trail should extend from the trailhead to the Corridor to allow horses to "shake themselves out" before entering the main trail.

Site improvements at trailheads should be designed with people with disabilities in mind. In addition to disabled parking spots, elements such as drinking fountains, curb cuts, picnic tables, vegetation, and signage must meet the requirements of the Americans with Disabilities Act.

For security purposes, trailheads should be highly visible from the public right-of-way, located close to compatible businesses, (ideally with around-the-clock hours). Joint usage of trailheads with community policing efforts should be encouraged. Parks staff presence at the trailheads is a further security protection, so maintenance storage and facilities should be built into the program.

One of the trailheads should be considered a "signature" trailhead. The signature trailhead will be advertised as the central entry point to the Corridor, and will be designed to be especially welcoming to new users. Ideally, this trailhead will be larger, have more picnic facilities, and be centrally located (as near to I-205 as possible).

In addition to trailheads, several neighborhood access points exist. These serve as informal access, primarily serving the immediate neighborhood and providing a limited amount of on-street parking. These typically occur where residential streets end at the Corridor. The location of these areas will not be publicized. Minor improvements such as development of a connecting trail, vegetation management and minor signage will occur at these sites. These locations include: SE 28th, Tideman Johnson Nature Park, SE Linwood, SE Flavel, SE 158th, and Jenne Road.

#### Resource Interpretation

Visitor/Interpretive Centers are proposed at the Johnson Creek Boulevard trailhead and at the Boring Junction trailhead site. These centers will orient the trail users and interpret the natural and cultural resources along the Corridor.

The Boring Junction site will be the interim terminus of the Corridor. There is great interest in developing an historic theme park by local interest groups, such as the Boring Community Association. As the name implies, the Boring Junction site has roots closely intertwined with the railroad. The site served as a rail stop from 1903 to 1949. Most of the surrounding buildings at this site have local historical significance. The United Methodist Pioneer Chapel, noted for its early contributions to the community, will be moved to the site. The cultural resource interpretation opportunities will be developed at this site.

The Johnson Creek Boulevard site provides access to Johnson Creek at its western end. A waterfall and fish ladder built by the WPA are located at this site. The presence of

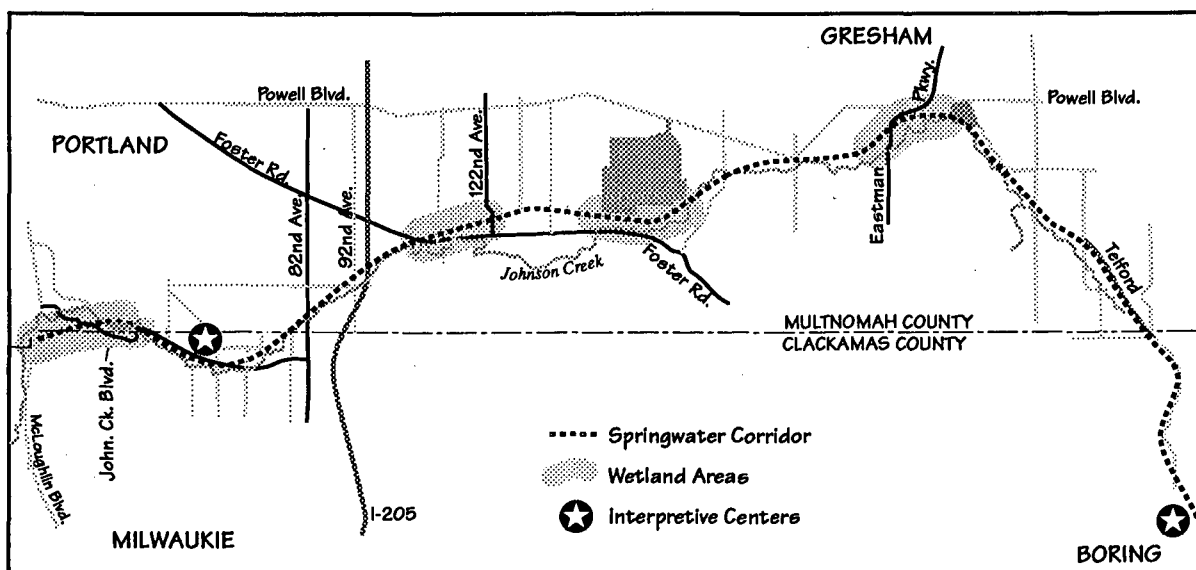


Figure 11. Map of Interpretive Centers

Johnson Creek in this dense urban area is a unique resource and presents an excellent opportunity to interpret this natural resource ("the canyon"). In addition, the ODF & W trout stocking program at this location makes the site an ideal recreation spot for fishing.

#### Signage

Interpretive, directional and regulatory signage will form the basis of a comprehensive signage system. The design of signage should be coordinated as much as possible with the existing signage along the Gresham section. The Springwater Corridor logo should be incorporated as appropriate.

For signs to be effective, they must be clearly readable and easy to understand. Sign shape, color contrast, text and graphic choices, viewing distance and purpose of sign should all be considered in the signage design. Content should be simple and concise. Signs should complement the trail experience, not dominate it. Interpretive signs should be placed at least four feet off of the main trail to allow groups of people a safe reading area with minimum disruption on the trail. The number of signs should be held to a minimum along the trail. Signs should be grouped together.

#### • Interpretive Signs

These will be installed at trailheads and at points of interest to raise the public's awareness to the numerous cultural, historic, and natural resources found on the Corridor. These will be the largest signs used on the Corridor. Signs at major access points will have two panels: one panel will be devoted to Johnson Creek and the Springwater Corridor. Phone numbers for further information will be included. A "You are Here" map, which includes other destinations, will be incorporated into this panel. The remainder of the sign will be devoted to the interpretation of the specific site. Other locations may include only one panel if they are not major access points. Interpretative stations will be developed for the following features:

- A. The history of Tideman Johnson Nature Park will be interpreted. The contribution of the Tideman Johnson family to the area along with the natural amenities of the gorge area will be included.
- B. The story of Johnson Creek will be told. This will cover the changes of the creek including native fish species, flooding, man's use of the creek, water quality and current efforts to improve Johnson Creek.
- C. The historic Bell Station, representing a historic building built in character with the railroad, will be acknowledged.

- D. The William Johnson Family Settlement at the Publisher's Paper site, including the naming of Johnson Creek and the numerous ways the land has been used, will be interpreted.
- E. Natural areas, such as Beggars Tick Marsh, wetland enhancement projects along the creek, and Powell Butte will be interpreted. These areas represent current thinking on the value of natural areas.
- F. The story of the Native Americans and their relationship with Johnson Creek will be interpreted.
- G. Powell Butte is a 569 acre nature park with spectacular views that borders the Corridor. It is home to a great variety of species of wildlife because of its diverse habitat of open meadows, springs, old orchards, and forests. Wildlife and the significance of the park will be interpreted.
- H. The Springwater Line, its development and significant role it played to the region will be interpreted. The story of the power transmission lines should be included. Original names for railroad sidings, and stops will be retained and explained. Include, where possible, some of the rail artifacts, such as cross-bucks.
- I. Interpretive opportunities at Boring Junction include the buildings, the rail line, and the "First to Walk" event sponsored by the Friends of Springwater Corridor. The remaining station building should be renovated and integrated into the theme park.

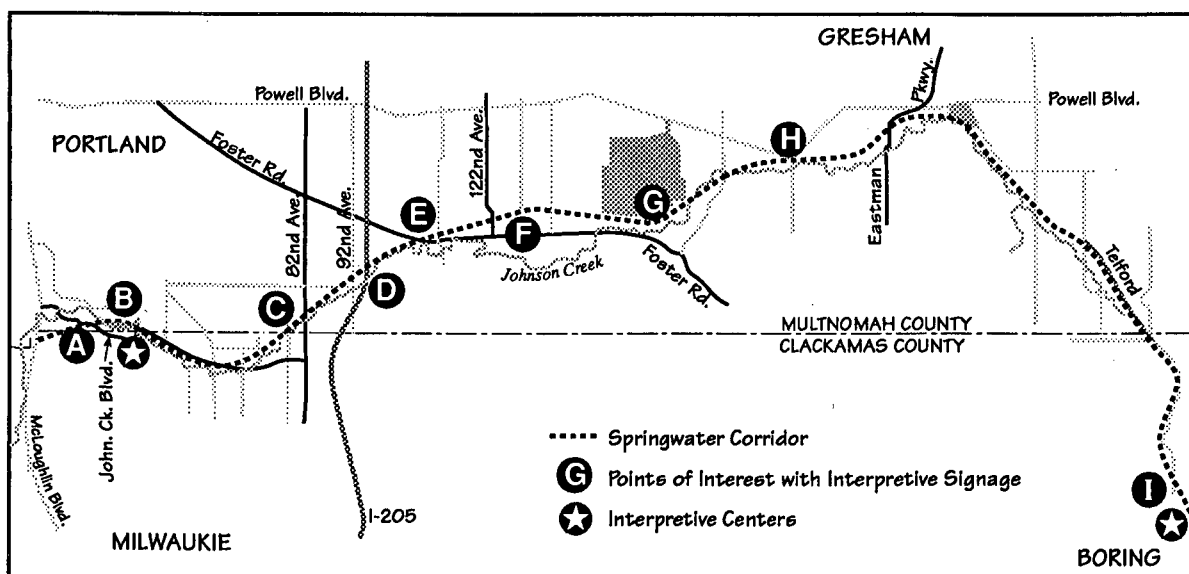


Figure 12. Location of Interpretive Opportunities

- Directional Signage

This will inform the trail users of significant trail connections to adjacent recreation sites such as Powell Butte, Johnson Creek Park and the I-205 bicycle route. Directional signage should guide trail users to and through the Corridor. These standards are part of the 40 Mile Loop signage program.



Figure 13. Directional Signage

- Regulatory Signage

To ensure a greater level of public safety, potential hazard signs will be placed at road crossings and bridges. Stop signs and stop ahead signs will be used on all road crossings, except private drives. Yield signs will be used on private drives (the trail users will have the right-of-way). Caution signs will be placed on other areas of the trail where potential hazards exist. Standard shapes and colors will be used for regulatory trail signs (a red octagon to be used for "stop", a red triangle for "yield", etc.), but the signs will be proportionately smaller to be consistent with the scale and design speed of the trail. These signs should borrow from the standardized shapes, colors and wording from transportation signs. The IMBA (International Mountain Biking Assn.) yield triangle will be used to specify who yields to whom among user groups. It is critical that regulatory signs be placed in a visually clear area with good sight distance.

Bridges will require special signage because all users, including equestrians, must share a single width. Trail etiquette signage will be used throughout the Corridor, but especially at bridges, using text and graphics for the clearest message.

Signs that convey rules will contain a very brief reason for the rule. Rules will be stated in terms of a polite request to convey a tone which supports good behavior through willing observance of rules.

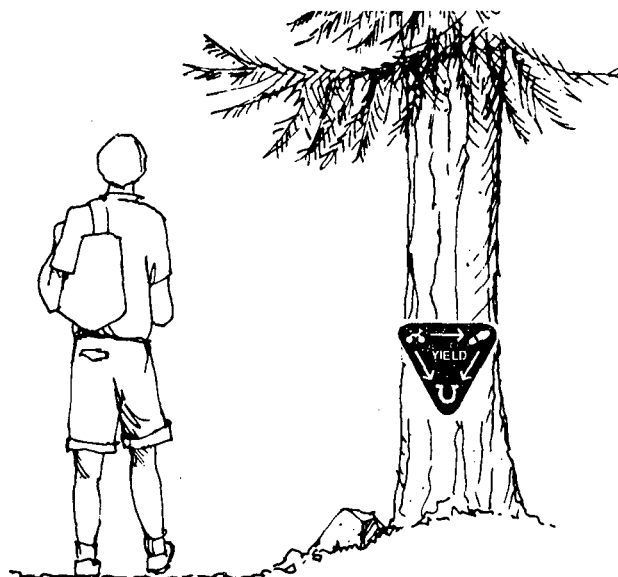


Figure 14. Trail Etiquette Signage

- Mileage Markers

Markers will be placed at one-half mile intervals, based upon the historic rail mile markers. These will provide the trail user's with a sense of orientation along the entire route of the Corridor. These will be located at the edge of the trail and routed into a 6" X 6" post.

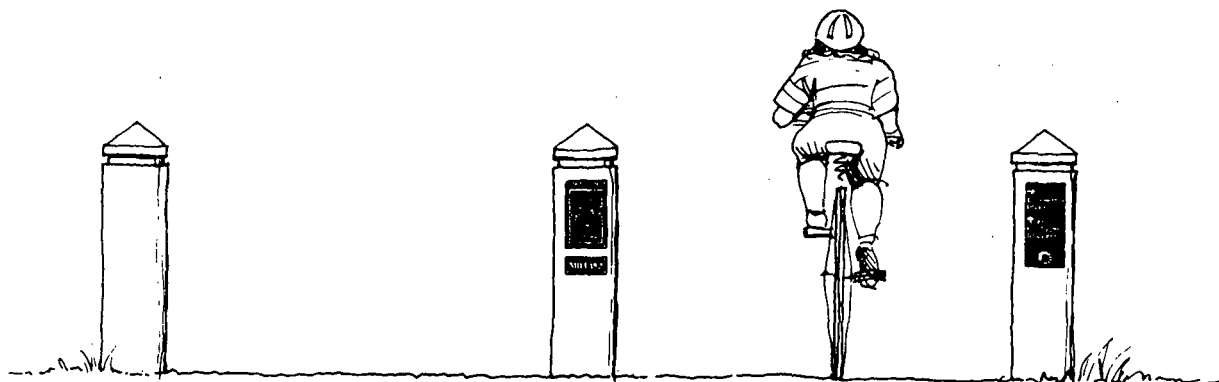


Figure 14. Mileage Marker



#### • Donor Signage

Individuals or businesses who have made a significant contribution toward the development or maintenance (through an "adopt-a-trail" program) of the Corridor will be recognized through signage or plaques as appropriate.

#### Johnson Creek Access

The Springwater Corridor roughly parallels Johnson Creek and crosses it ten times. In most cases however, Johnson Creek is not within the Corridor right-of-way. Access to the creek is limited by steep banks and wetland areas. Due to the sensitive nature of the creek edge, physical access will not be encouraged. Visual access to the creek and opportunities for environmental education will be encouraged. The one exception to limiting physical access will be at SE 45th where spring fishing will be accommodated. The ODF & W stocks the Creek with rainbow trout at this location.

#### Fish and Wildlife

The Corridor has an average width of one hundred feet and has been significantly altered by human intervention. Despite Johnson Creek's proximity, the Creek and its associated wetland areas have been subjected to the forces of urbanization, flood control efforts and agricultural development, compromising the Corridor's functional value to wildlife. However, perhaps even more significant to wildlife than the Corridor itself is the natural areas that it passes along in its 16.5 mile length.

Within the urbanized southeast Portland area, the Corridor links together several significant open space/natural areas. These include from west to east, the Willamette River, Tideman Johnson Nature Park, Beggar's Tick Marsh Natural Area, and Powell Butte Nature Park. Additionally, the Corridor passes by numerous smaller undeveloped sites that provide wildlife habitat.

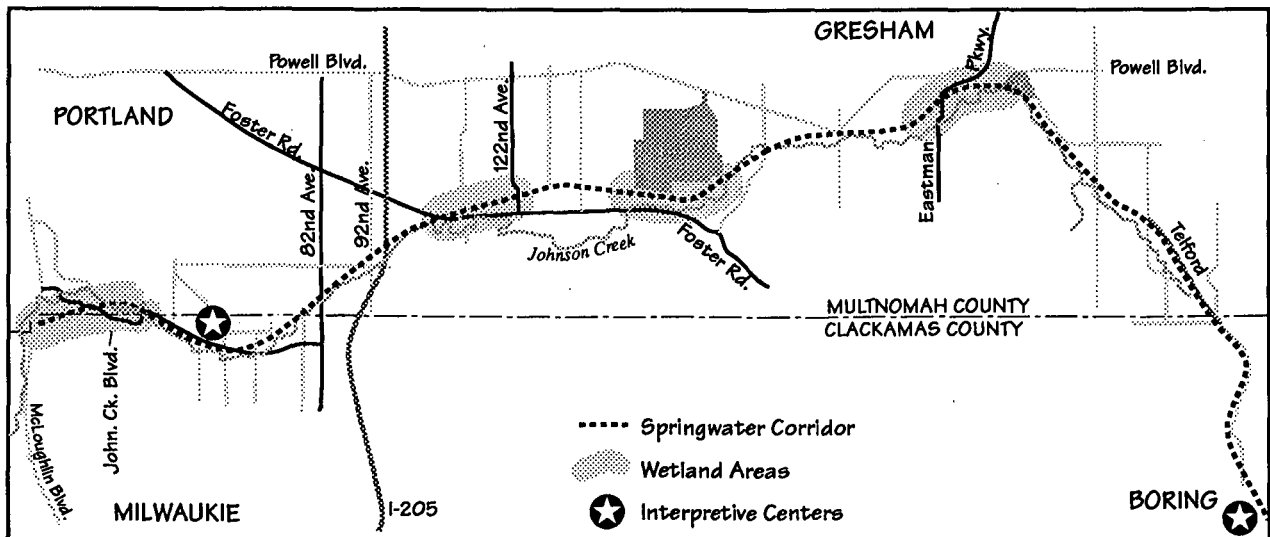


Figure 16. Map of Wetland Areas

With rapid loss of remaining open space to urbanization, the Corridor plays an increasingly vital role to wildlife. Forming a link between these natural areas, the Corridor supplements the remaining open space and serves as a wildlife migration corridor. This link creates an opportunity for wildlife to move from one open space area to another and thereby maintain a healthier gene pool than would otherwise occur if restricted to isolated pockets.

A few designated wildlife observation areas will be carefully located in ecologically rich areas such as wetlands and the creek edge so as not to disturb the wildlife being observed. Habitat enhancement projects will be undertaken in these areas. Interpretive signage will play an important role in public education at these sites. However, many wildlife areas will be buffered with vegetation to prevent human disturbance along much of the Corridor length.

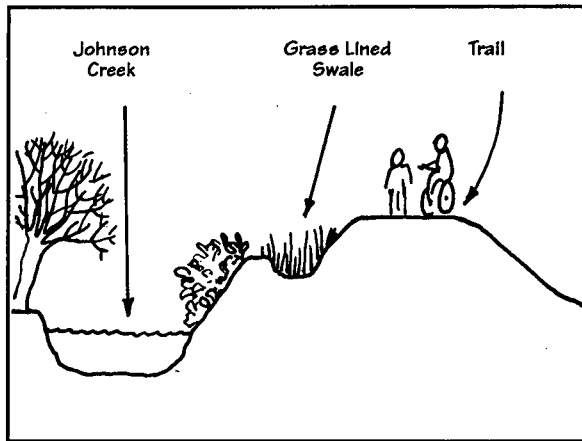
#### Integration with Johnson Creek Resources Management Plan

Current efforts are underway by the City of Portland, Bureau of Environmental Services and the Johnson Creek Corridor Committee (JCCC) to improve the water quality, flood control and ecological balance of Johnson Creek. The Springwater Corridor roughly paralleling Johnson Creek along its entire length provides the recreational component to this effort. The existence of the Springwater Corridor increases the exposure of Johnson Creek to the public, thereby increasing the number of "stream-keepers."

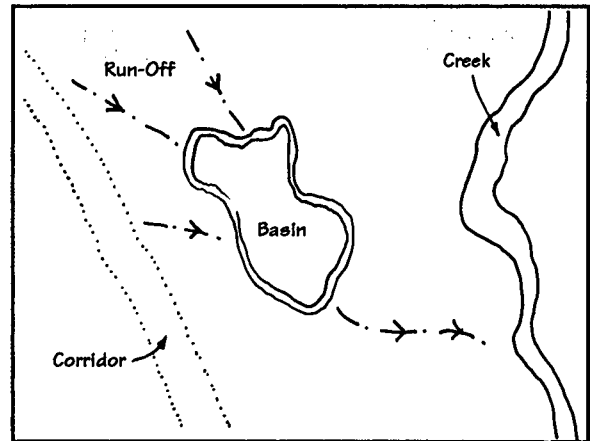
Throughout the Corridor there are opportunities to help alleviate some of the flooding and water-quality problems that plague the entire basin. Water-quality swales (to filter run-off that flows into the Creek), infiltration basins (to allow some of the run-off to filter into the ground instead of into the Creek), high-flow by-pass channels (to protect flood-prone developed areas), removing trestle obstructions (to prevent flood debris from blocking the channel) and multi-stage channels (to provide more room for flood waters) are some of the environmental techniques that could be used along the Corridor. Each of these techniques will be considered and incorporated as appropriate into the construction details of the Corridor and trailheads.

#### Vegetation

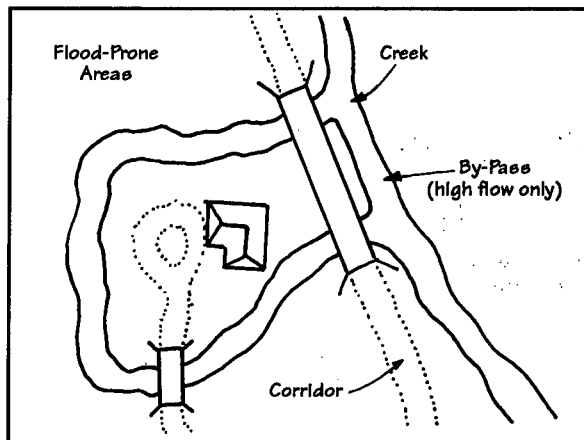
Portland General Electric (PGE) maintains two overhead power lines on the perimeter of both sides of the Corridor, running its entire length. Over the years, PGE's maintenance program has been to cut down any vegetation reaching a height of 15'. This practice is necessary for safety reasons, but has resulted in a lack of any large trees along the Corridor. PGE will maintain this practice indefinitely. In the long term, burying the lines underground should be pursued. Currently this option is not considered feasible by PGE, due to cost considerations.



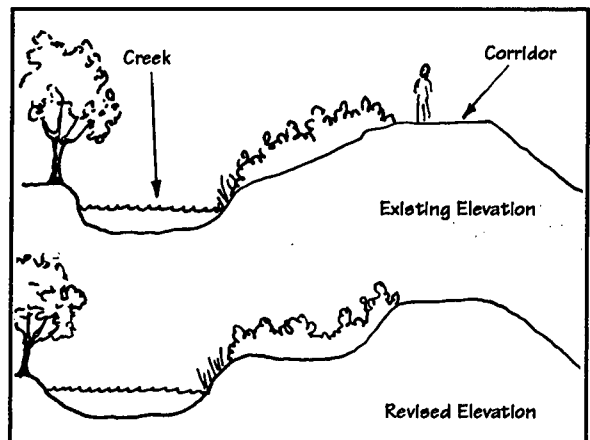
WATER QUALITY SWALES



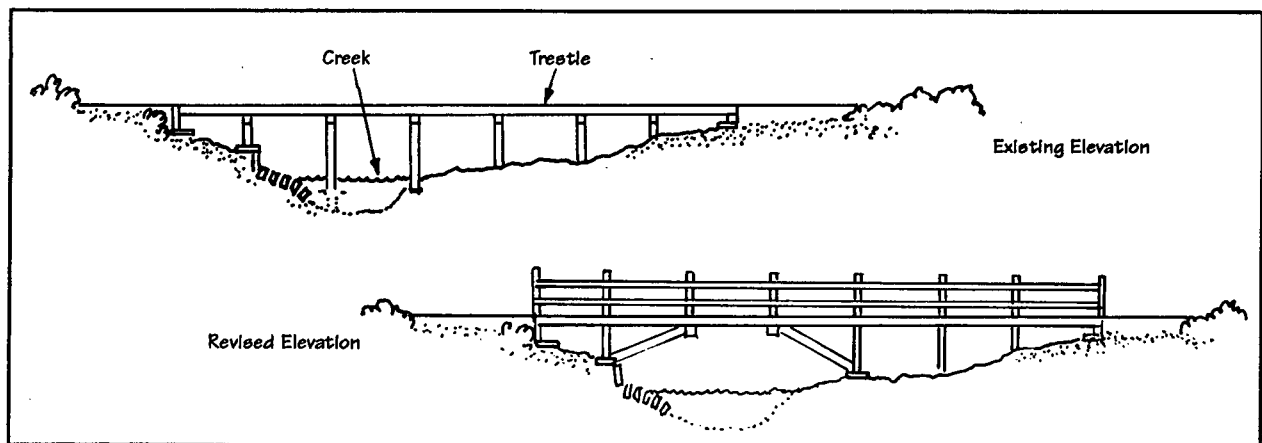
INFILTRATION BASIN



HIGH-FLOW BY-PASS CHANNEL



MULTI-STAGE CHANNEL



REMOVAL OF TRESTLE OBSTACLES

Figure 17. Integration with Johnson Creek Resources Management Plan

Himalayan Blackberry is the resulting dominant vegetation type along the Corridor, thriving in open, disturbed landscapes. It is resilient and presents an ongoing maintenance challenge. Its rapid growth is capable of overgrowing and closing off the Corridor in a single growing season. Blackberries serve a minor role in providing wildlife habitat, but due to the maintenance burden they create, they should be removed as much as possible. Replanting with low growing native vegetation will attract a greater diversity of wildlife and not interfere with the overhead PGE lines. Use of native trees and shrubs of limited height will be emphasized. Lowered maintenance costs are a further benefit for the use of native plant material. (See the Portland Plant List, Appendix H, for a comprehensive list of native and nuisance plants.) Additionally, in conjunction with the JCCC's efforts to restore Johnson Creek, riparian plantings along the creek should be re-established.

The main design theme of the Corridor will be the riparian corridor. This feature ties together historic and on-going values of the Creek. It will be a wonderful opportunity to educate the public about the diverse and attractive plants that are native to the area. Despite the strong emphasis on native plants, the palette will not be strictly limited to natives. For example, some of the more urbanized sections of the Corridor may require a more diverse design treatment, to be in context with their surroundings. For example, the heavily urbanized section along Johnson Creek Boulevard may require non-natives for hedge material or ornamental purposes.

Vegetation will also help to define the Corridor's boundaries and protect the privacy of our neighbors. Plants can be effective screens and are more visually appealing than a long line of fences.

### Bridges

There are eleven trestles along the 16.5 mile length of the Corridor. Almost all of these trestles have been retro-fitted with basic safety improvements including decking and handrails. Based on an engineers report (see Appendix J) the sub-structure to these trestles are sound. Design loads for the decking have been figured on the basis of accepting loads of maintenance and emergency vehicles. Bridges numbers 5 and 6, adjacent to Tideman Johnson Park have concrete slab sub-decking and are currently surfaced with gravel. These two bridges will be hard surface treated to match the multi-purpose trail hard surface treatment. All bridges will need to accommodate equestrian usage. Recycled rubber matting will be placed on a portion of these bridge surfaces to accommodate the added wear from equestrians. Railings will extend perpendicular to the ends of the bridges since these areas have abrupt drop-offs from the bridge abutments.

### Intersections

The Springwater Corridor is unusual because it does not fall into a road right-of-way. This eliminates conflicts between trail users and automobiles as found on most roadway bike lanes. The Corridor does, however, intersect with several roads. These intersections must be addressed in order to increase trail user safety and minimize conflicts. With the

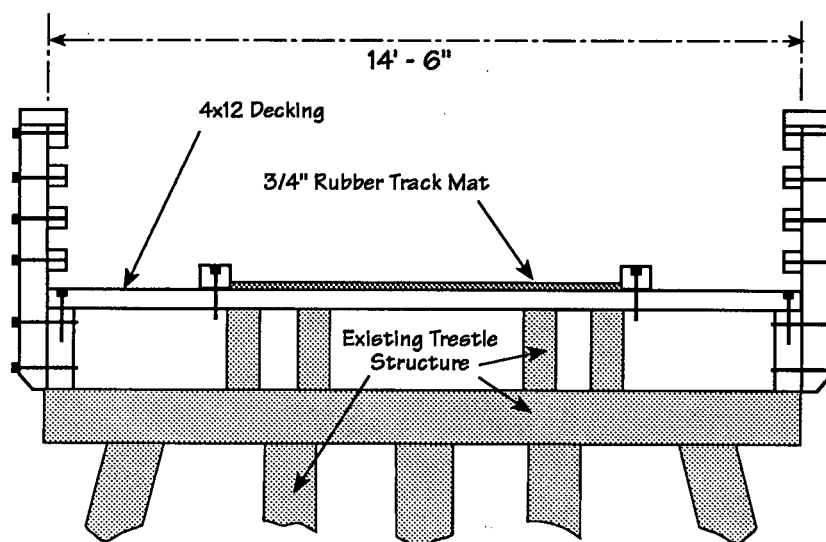


Figure 18. Typical Bridge Improvement

anticipated growth in the Portland metropolitan region and resulting increased automobile traffic, this situation will only become more aggravated.

All intersections pose a degree of hazard to the public and therefore reduce the quality experience of the trail user. As a general rule, the total number of crossings along the route of the Corridor should be held to an absolute minimum.

Minimal improvements at all intersections shall include: vehicle control bollards, center bollard removable for maintenance and emergency vehicles, removal or thinning of vegetation to increase visibility, use of natural basalt boulders as needed to control vehicle access around the intersection, stop signs, striping and "XING" wording.

- Major Intersections:

There are six major intersections along the Springwater Corridor. These are located at Johnson Creek Boulevard (SE 45th), 82nd Avenue, 92nd Avenue, Foster Road, 122nd Avenue and Eastman Parkway (which is in Gresham). These are considered major intersections because of the high volume of traffic they receive and the resulting high degree of difficulty in crossing. Major safety improvements at this type of intersection shall include well-marked pedestrian cross walks, signage forewarning motorists of the approaching Corridor as well as signage forewarning trail users of the approaching

intersection, pedestrian activated signal crossings and where roadway width allows, pedestrian refuge median islands.

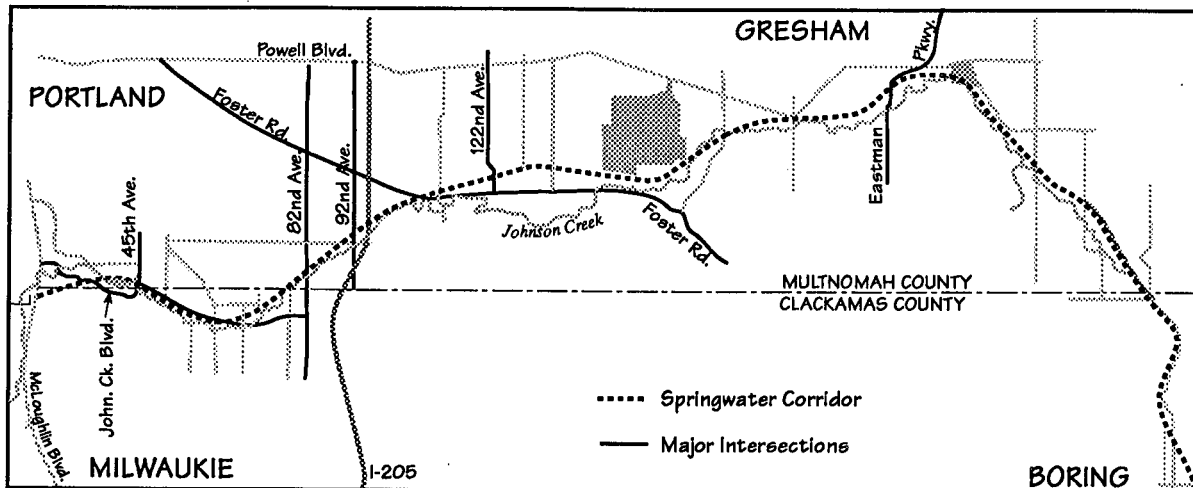


Figure 19. Major Intersections

Foster Road is particularly troublesome because of the extreme angle at which the two intersect. In ideal circumstances, the trail system should meet the roadway at a 90 degree angle, if possible.

In the long term, grade change separations should be developed at these intersections.

- **Minor Intersections:**

There are 28 minor intersections along the Springwater Corridor. Minor intersections are defined as crossings at public roadways that, due to their low traffic volume and minimal width, present a low degree of difficulty in crossing. These intersections will be treated like major intersections with the deletion of the pedestrian activated signals. Some of the more challenging to cross intersections in this category will receive flashing warning lights.

The intersections are (listed by order of jurisdiction):

City of Portland: SE Harney St (west of 82nd), Crystal Springs, Lambert, Flavel, and SE 111th.

Multnomah County: SE 128th, 136th, 174th, 252nd (Palmblad).

Clackamas County: SE 55th, Stanley Ave (south of JC Blvd), Wichita Ave (south of JC Blvd), Linwood Ave (south of JC Blvd), Bell Ave, Luther Ave (at 77th), SE 267th Ave (north of Rugg Rd), and SE Haley Rd (near 272nd/Telford Rd).

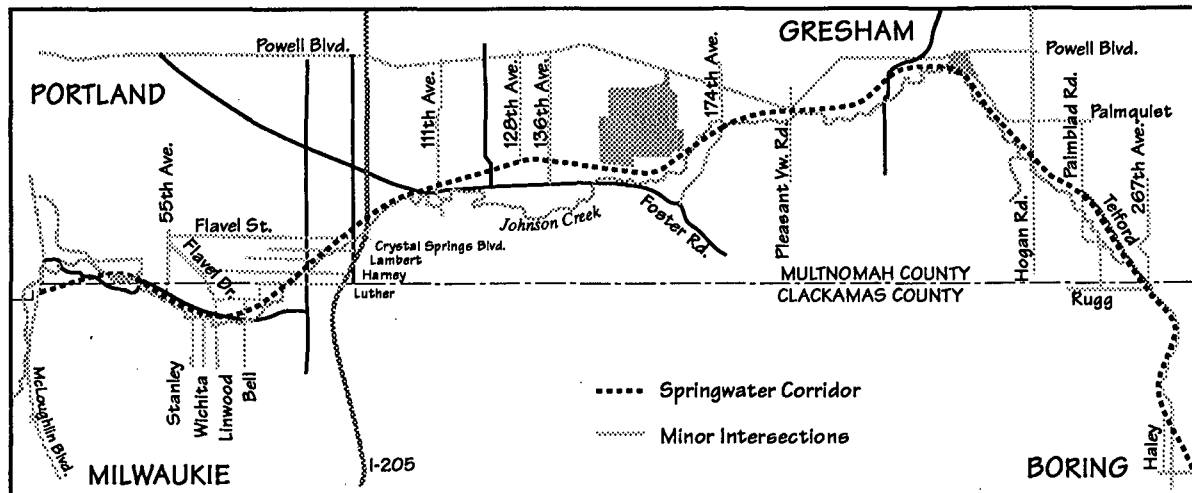


Figure 20. Minor Intersections

#### • Private Drives:

Private drives are defined as vehicle crossings that serve a private citizen or a group of citizens, typically providing access to private property. Where these are deemed necessary, the party filing the crossing permit shall make all necessary safety improvements for the crossings. These improvements shall include but not be limited to removable bollards, stop signs (with the driveway user stopping), raised trail surface with warning striping and placement of basalt boulders as needed to control unauthorized vehicle access. Individuals are urged to contact their local transportation department for additional requirements. (See Chapter 5A, "Property Management").

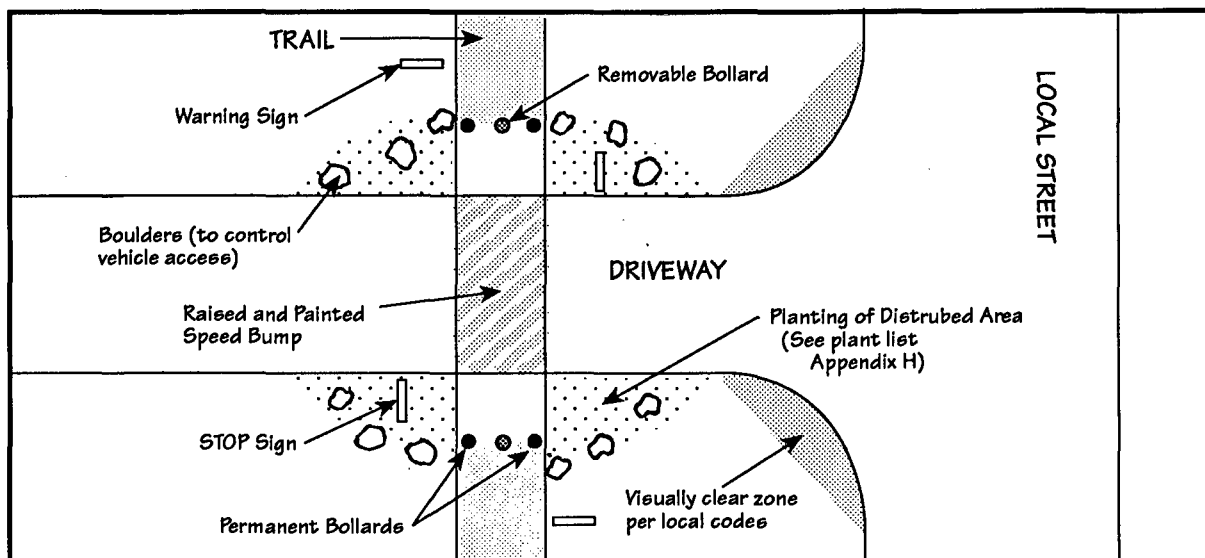


Figure 21. Private Drive Crossings

### Site Furniture

Benches should be located along the trail at strategic locations, to capitalize on views and to provide a rest station. Ideally, some benches will be sited at cool, shady locations. Benches, trash receptacles, etc., will be made of vandal-resistant materials, emphasizing the use of metal to reflect the inter-urban train era. Trash receptacles at trailheads will encourage recycling at home through the curb-side program. A "pack it out" trail etiquette concept will be promoted.

### Public Outreach

Throughout the master plan development, public input opportunities have been maximized and the final master plan is a direct result of this input. Public outreach will continue upon completion of the construction phase of the Corridor. It is a high priority to the Park Bureau and to governing jurisdictions that the built project fulfills the needs of the trail users. Survey boxes will be installed at trailhead locations to get updated input from trail users. Park staff will have an on-site presence at the trail interpretive centers to talk directly with trail users. An informational brochure will be developed and distributed to the public to raise public awareness of the Corridor.

## **D. Implementation**

### Relationship Between Local Jurisdictions

The Corridor passes through five local jurisdictions which include Clackamas County, Multnomah County, Gresham, Portland and Milwaukie. East of Boring, the Springwater Corridor is under State Parks jurisdiction and beyond Estacada the Corridor is under the jurisdiction of Mt. Hood National Forest. Specific agencies from these jurisdictions that have been actively involved in the master plan development of the Corridor include Transportation, Environmental Services, Police, and Parks and Recreation.

The cities of Gresham and Portland have an inter-governmental agreement in place that defines roles and responsibilities for each city in regards to the Springwater Corridor. Agreements between Portland and the other involved jurisdictions will occur as funding possibilities become more defined.

The Metropolitan Service District has increased involvement of local jurisdictions through their quarterly Parks Forum meetings and the Greenspaces program. Systems such as natural resources and extensive trail systems are especially important to plan on a regional basis.

### Development Priorities

Safety improvements are the immediate priority for development on the Corridor. Specifically, the bridges and intersections along the Corridor will receive needed improvements as soon as possible.



In general terms, trail development shall proceed from a west to east direction. The western end of the Corridor passes through a dense urban area and has the greatest potential to serve a wide segment of the population. The one exception to this "west to east rule" is the portion of Corridor within Gresham's city limits. Gresham has secured funding through a bond measure and is proceeding with development of its 4.5 miles of trail beginning the summer of 1992.

Phased development will occur over time as resources are secured. An implementation phasing plan is as follows:

- Immediate, Summer 1992
  - Gresham: grading, intersection improvements, and equestrian trail along 4.5 miles, full Corridor improvements along 1.75 miles
  - Bridge decking and handrails throughout Corridor
  - Street crossings signage throughout Corridor
- Surfacing Experiment:
  - Install six different surfaces and a survey user box between I-205 and SE 92nd
- Summer 1993
  - Trail development between Powell Butte and Gresham

### Immediate Phase

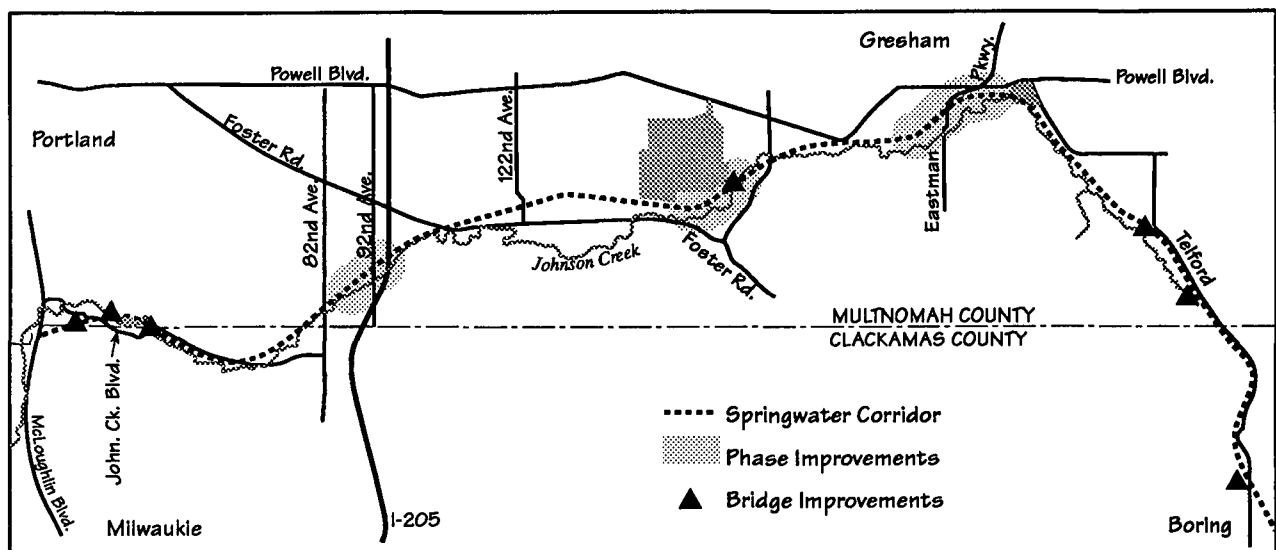


Figure 22. Immediate Phase



- Phase I of III
  - Basic Safety Improvements
    - Bollards at intersections
    - Signalized crossings
  - Acquisitions
    - Missing link in Boring
    - Missing link between McLoughlin and SE 17th
    - Trailhead locations
  - Basic user improvements
    - Multi-purpose trail surfacing between McLoughlin and Powell Butte
    - Equestrian trail development between McLoughlin and Powell Butte
    - Signage between McLoughlin and Powell Butte
    - Planting between McLoughlin and Powell Butte
    - Development of centrally located "Signature Trailhead"
    - Complete development of trail and two trailheads within Gresham city limits

### Phase I of III

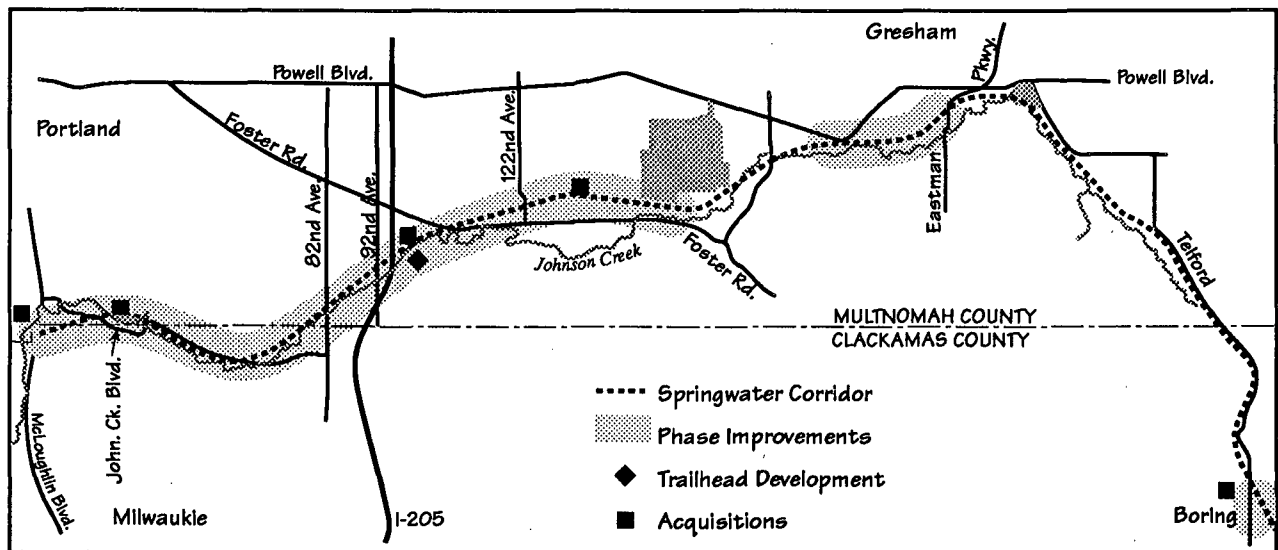


Figure 23. Phase I of III

- Phase II of III
  - Corridor Development
    - Improvements at two trailheads
    - Equestrian trail between Boring and Powell Butte
    - Soft surface trail between Gresham and Boring
    - Signage between Gresham and Boring
    - Planting between Gresham and Boring

### Phase II of III

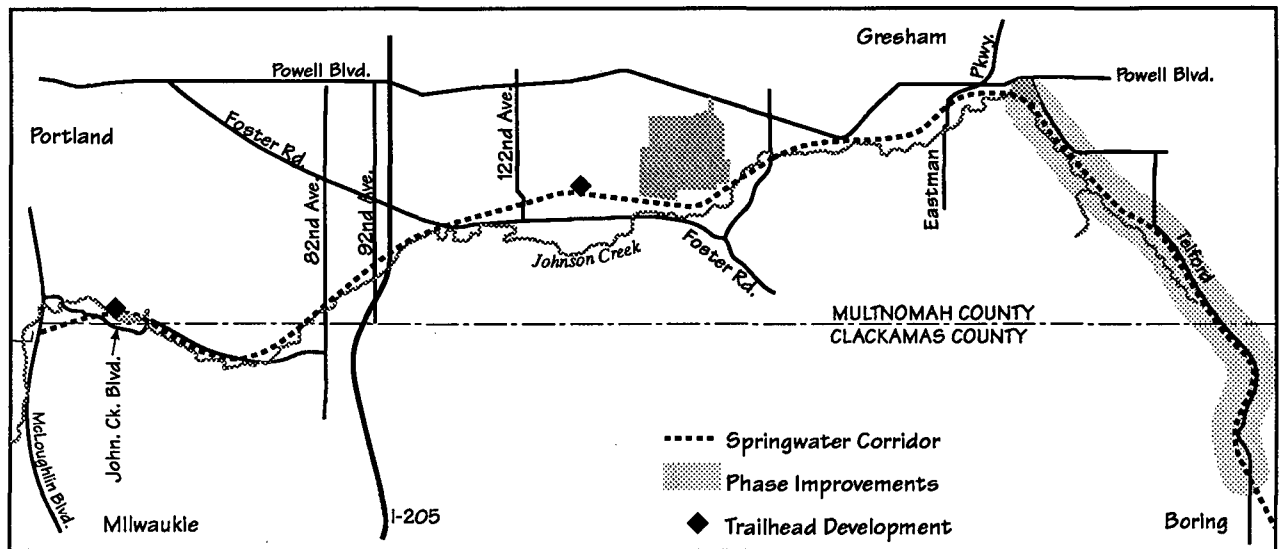


Figure 24. Phase II of III

- Phase III of III Corridor Development
  - Improvements at one trailhead
  - Connection to Willamette Greenway

### Phase III of III

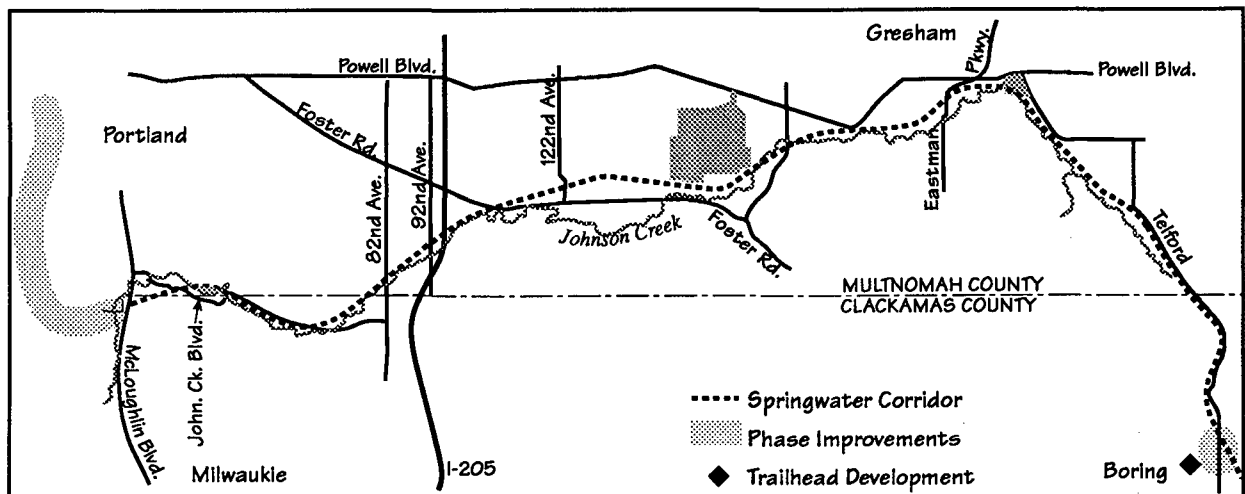


Figure 25. Phase III of III

### Funding Strategies

Some federal grants are available, sometimes from unlikely sources. Both Gresham and Portland have been successful in securing small Land & Water Conservation Fund grants for development of the Springwater Corridor. A potentially large amount of federal money may become available for Springwater from Federal Highway funds through the Oregon Department of Transportation for newly eligible "enhancement activities" (one of which is rails-to-trails conversions). This source, known as the Intermodal Surface Transportation Efficiency Act (ISTEA) was initiated by Congress in late 1991 and is presently the most likely source of funding for development. Projects from around the state will be ranked by priority in late 1992; the Springwater Corridor was submitted to the Oregon Department of Transportation as the #1 priority of the metropolitan area by METRO's JPACT (Joint Policy Advisory Committee on Transportation). If funding is approved, it will provide 80% or more of the requested Phase 1 improvements; the remainder must be supplied by local sources. All local jurisdictions will contribute toward this match.

The cities of Gresham and Portland have each been successful in passing parks bond issues or levies within the last five years. In a general way, these have provided the funds for many regional park projects, such as the Springwater Corridor and Gresham's greenway system. Unfortunately, Portland's levy was a three year serial levy that has now expired. Neither city is proposing another levy in the near future. General obligation bonds are the most likely, or possibly the only Portland funding source at this time. This would require a vote.

The North Clackamas Parks & Recreation District was formed in November, 1990, by voter approval of a permanent addition to the tax base. Funds from this tax are being used for NCPRD's park planning effort, some site acquisition, and development of an aquatic center and regional park. The funds will also be used for some operations and maintenance costs.

The Metropolitan Service District (Metro) proposed a general obligation bond measure on the November, 1992 ballot. The measure was not successful, but it may be placed on a future special election. If it passes, it will provide \$ 200 million for natural area acquisition and trails development throughout the region. The Springwater Corridor is recognized as a regionally significant trail system in the Greenspaces Plan. The main thrust of the measure is to secure funds for acquisition of significant natural resource/open spaces; approximately 25% of the generated amount will be distributed among local jurisdictions for local unrestricted use.

Other possibilities include more entrepreneurial activities that are compatible with park development. An example of this would include rental payments from utility companies for underground fiber optic cables within the Corridor. Funding through private

foundations or friends groups donations, and federal block grant funds are other possibilities.

Friends groups and volunteers provide a source of donated labor. A Youth Conservation Corps (YCC) crew spent one summer assisting with maintenance operations such as brush control and litter pick-up along the Corridor. Future support from the YCC will be sought. A Marine reserve unit was responsible for installing decking and hand-rails on several of the bridges.

Cost Estimate

The following is a "ball park figure" for construction based upon the implementation phasing plan previously covered:

- Immediate Phase

<u>Item</u>	<u>Qty &amp; Unit Cost</u>	<u>Total</u>
Trail development - Powell Butte to Gresham	63,360 SF @ \$1.75/SF	110,880
Surface Experiment	31,680 SF @ \$1.50/SF	47,520
Trestle Repairs	Engineer's estimate	165,000
Gresham 1.75 miles full trail dev. and basic imp. throughout		660,000
TOTAL IMMEDIATE PHASE		\$ 983,400

- Phase I

<u>Item</u>	<u>Qty &amp; Unit Cost</u>	<u>Total</u>
Trailhead site acquisition	4 @ \$130,000	520,000
Land acquisition (Boring)	Allowance	100,000
Land acquisition (SE 17th)	Allowance	400,000
Intersection control bollards	256 @ \$225 each	57,600
Intersection crossing:		
Striped only	14 @ \$6,000 each	84,000
Flashing light	14 @ \$15,000 each	210,000
Full signal	4 @ \$60,000 each	240,000
Hard surface trail (6 miles @ 12')	390,000 SF @ \$1.75/SF	682,500
Signage	Allowance	25,000
Planting (trees and shrubs)	Allowance	124,100
Trailhead Parking	1 @ \$50,000	50,000
Restroom	1 @ \$110,000	110,000
Lighting	12 @ \$2,800	33,600
Equestrian Trail Development	29,040 LF @ \$1.55/SF	45,000
Gresham's improvements	Allowance	712,200
• includes 2.75 miles of asphalt trail, bridge undercrossing, planting, 2 trailheads and trail furnishings		
Planning/Consultant	Allowance (15% of const. cost)	356,000
TOTAL - PHASE I		\$3,750,000

# SPRINGWATER CORRIDOR MASTER PLAN 63

## • Phase II

<u>Item</u>	<u>Qty &amp; Unit Cost</u>	<u>Total</u>
Hard surface trail (6 miles @ 12')	390,000 SF @ \$1.75/SF	682,500
Equestrian trail (5.5 miles)	29,040 LF @ \$1.55/LF	45,012
Interpretive center building	Allowance	200,000
Trailhead parking	2 @ \$40,000 each	80,000
Restrooms	2 @ \$110,000 each	220,000
Lighting (parking areas)	24 @ 2,800 each	67,200
Signage	Allowance	25,000
Planting	Allowance	240,000
Gresham's completion	Allowance	\$868,800

**TOTAL - PHASE II** **\$2,428,512**

## • Phase III

<u>Item</u>	<u>Qty &amp; Unit Cost</u>	<u>Total</u>
Shared use of E. Portland Traction Co:		
Fencing	23,760 LF @ \$20/LF	475,200
Hard surface trail	285,120 SF @ \$2.25/SF	641,520
Trailhead parking	1 @ \$40,000	40,000
Interpretive center building	Allowance	200,000
Restrooms	1 @ \$110,000	110,000
Lighting (parking areas)	12 @ \$2,800 each	33,600
Signage	Allowance	25,000
Tideman Johnson Park To Johnson Creek Pk:		
Street system	Allowance	1,000

**TOTAL - PHASE III** **\$1,526,320**

**GRAND TOTAL - ALL PHASES** **\$7,704,832**





## CHAPTER 5

### MANAGEMENT

"A successful rail trail involves more than simple acquisition of a rail corridor and initial preparation of the roadbed and structures for one or more varieties of trail use; it also entails managing the corridor to maximize its recreational and conservation benefits for the public and to protect it from various kinds of incompatible encroachments. Because of the "stringbean" nature of the corridor, a rail trail park is especially prone to pleas and threats from potentially deleterious non-park uses. Protecting the park accordingly poses a challenge, and requires careful attention to policies and procedures relating to non-rail trail and non-park uses."<sup>7</sup>

In addition, a high standard of maintenance is a key ingredient in a successful project that cannot be over-stressed. Goal #5 states, "provide a safe and inviting environment throughout the Corridor. Provide a high standard of maintenance." The psychological effect of good maintenance can be a highly effective deterrent to vandalism and littering.

#### A. Property management

A separate set of policies and procedures that outline the details of property management for the Springwater Corridor is being developed and will be presented to City Council for consideration and adoption. Elements of the policy are summarized below:

##### Crossings

Each motorized vehicle crossing of the Corridor presents an interruption to the Corridor users and a potential hazard. For this reason, approval for new crossing agreements will be limited to those that are absolutely necessary, such as adjacent property owners with no other access to their property. Existing crossings will be formalized with new agreements, and where possible, will be consolidated with other crossings. Existing and new crossing agreements will be considered and charged a fee based on land value and impact.

New public road easements will be issued to local units of government for road purposes provided grade separation is maintained. The grade separation requirement may be waived by the City under extenuating circumstances.

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<sup>7</sup> from "Protecting Your Rail Trail: Management Considerations and Strategies", an unpublished report from the Rails to Trails Conservancy, January 1990.

### Acquisition

Development of the Corridor to its full potential requires acquisition of some key additional property. One important purpose is to close two "missing links", one at each end of the City-owned section: between SE McLoughlin and SE 17th to connect to the Willamette Greenway, and between D Street in Boring and the beginning of the State-owned section. The other important purpose is to provide trailhead facilities at selected locations. It is important to acquire additional property as soon as possible since real estate prices generally increase each year and potential sites are limited.

### LAND ACQUISITION POTENTIALS

Missing links	SE McLoughlin to SE 17th	2.25 Ac. (approx)
	Boring	0.25 Ac.

Trailheads	near SE 45th
	near SE 82nd
	near I-205
	near SE 136th

Initial acquisition strategies will focus on any tax delinquent property, or property owned by another public agency. For example, this strategy will be used to develop a small potential trailhead at Beggar's Tick Marsh, which is owned by Multnomah County.

Private agreements with adjacent property owners are another potential strategy. The result can be projects of mutual benefit to a landowner and to the City.

Finally, where outright purchase is necessary, the City will consider sales from willing sellers. A donation will be requested before cash is spent for property. Selling land to the City will follow a carefully structured procedure based on independent appraisals of fair market value.

### Encroachments

Given the public nature of the Corridor, private encroachments can no longer be overlooked. The City of Portland, as property owner, considers it a priority to work with affected parties to resolve problems of encroachment.

Pre-existing agreements with the Portland Traction Company will be reviewed and, if appropriate, re-negotiated. In cases where the land has historically been used for permanent structures, new agreements can be considered appropriate because the cost of moving these structures is usually high. Land exchange may be an equitable and permanent solution for all parties based on the concept of value for value.

Utilities / Shared Usage

Compatible utility and shared usage agreements may be of benefit to both the Springwater Corridor and the requesting party. For example, underground fiber optic cables will not interrupt use of the Corridor while providing an annual rental fee for maintenance of the Corridor. Utilities will not be granted exclusive use of the Corridor but would be expected to share use with other compatible and even competing utilities.

Rules and Enforcement

In general, the initial set of rules proposed for the Corridor will stress courtesy and cooperation with other users rather than a restrictive set of edicts. The rules are outlined below:

- Motorized vehicles prohibited (except wheelchairs)
- Keep all pets on a short leash
- Stay to the right except when passing
- Pass slower traffic on their left; yield to oncoming traffic
- Travel at a reasonable speed in a consistent and predictable manner
- Always look ahead and behind before passing
- Give a clear warning signal when passing
- Yield when entering and crossing the trail
- Move off the trail when stopped to allow others to pass
- As a courtesy to trail neighbors, refrain from loitering near adjacent homes
- No alcoholic beverages or illegal drugs on the trail
- Firearms, fireworks and fires are not permitted on the trail
- All trail users should use a light and reflectors after dusk and before dawn

This trial set of rules is based on successful projects in other areas. At this time, it is not proposed to adopt a speed limit or a set of hours for the Corridor to be open. Trailheads, however, will be closed and locked consistent with the hours for City parks. Gresham has adopted sunset-to-sunrise closure hours.



The most effective and most visible enforcement on the Springwater Corridor will be other trail users. A citizen's foot patrol has already been at work along the Corridor, stopping motorcycle use and preventing illegal use before the Corridor is developed. The foot patrol is backed up by a group from PUMP (Portland Urban Mountain Pedalers). A patrol's primary function is to provide assistance and information, not to apprehend criminals. If a serious crime does occur, members of the patrol can get assistance from the emergency 911 network.

Patrol personnel should perform positive trail functions as much as possible--distributing maps and brochures, providing information, offering bicycle safety checks for children and performing other service-oriented activities. Security personnel should use a bicycle, their feet, or horse to patrol a trail, not a motorized vehicle. Users respond more favorably to someone whose appearance is more like a "trail user" than a law enforcement officer.

In addition, the Multnomah County Mounted Posse is negotiating for a home base location on or near the Springwater Corridor. They have committed to making regular patrols of the Corridor. The sheriff's office in each county along the Corridor will be asked to aid in control of trail use. The Parks Bureau Trail Manager will also be a regular presence on the Corridor. Adjacent landowners and trail users are encouraged to report violations to either the Trails Manager or the local law enforcement agencies.

The rules and regulations will be posted conspicuously at trailheads and any other necessary locations along the Corridor. Trail brochures, "safety days" (which involve volunteer user group presentations), and meetings with user groups will also help inform users of the regulations.

## **B. Property Maintenance**

Maintenance is as important in property management as property acquisition and development. It includes such activities as pavement stabilization, landscape maintenance, facility upkeep, sign replacement, fencing, mowing and pest control. However, the effects of a good maintenance program are not limited to the physical and biological features of the Corridor:

- A high standard of maintenance is an effective way of helping advertise and promote the Corridor as a regional and state recreational resource (word of mouth advertising is best);
- The psychological effect of good maintenance can be an effective deterrent to vandalism, litter, and encroachment;

- Good maintenance is necessary to preserve positive public relations between the adjacent landowners and government;
- Good maintenance can help make enforcement of regulations in the Corridor more efficient. Local clubs and interest groups will take pride in "their" trail and will be more apt to assist in the protection of the Corridor.

A successful maintenance program requires continuity and a high level of citizen involvement. Regular, routine maintenance on a year-round basis will not only ensure trail safety, but will also prolong the life of the trail. Maintenance activities required for safe trail operation should always receive top priority. The following tasks should be part of a maintenance checklist:

#### Surfacing

At this point in time, a final selection for the multi-purpose hard surface paving material has not been made. The selection will be based on the results of a user survey of a variety of innovative materials that are installed in the Corridor after the test samples have been in place for six months. See Appendix K for specifications on the surfacing materials. The materials under consideration include a soil stabilizer, a concrete mix, a fly ash mix, a clay mix, and crushed stone. These materials should produce a hard surface that is accessible to a variety of users, less expensive than asphalt, and less expensive to repair (they may even be repaired by volunteer crews). The unknown factor at this time is their durability, especially under wet conditions and heavy use.

No matter what material is chosen, cracks, ruts, and water damage will have to be repaired periodically. In addition, vegetative control will be necessary on a regular basis. Some of the innovative surfaces may require an annual dragging.

Erosion control of the railbed will be necessary in several areas that have drainage problems. It may be necessary to maintain ditches and culverts to help drain these areas and prevent water from pooling in heavy rains. Checks for erosion should be made monthly during other regular maintenance activities, and especially during the winter months.

The surface will have to be kept free of debris, especially broken glass and other sharp objects, loose gravel, leaves and stray branches. Trail edges will have to be swept frequently to keep them from ravelling.

#### Pest and Vegetation Management

On-going efforts will be made to reduce the amount of Himalayan blackberries growing throughout the Corridor, but it is recognized that total control is beyond the resources of governing agencies and volunteers. An annual mowing along both sides of the center line is necessary to help check invasion. For long term weed control, native vegetation and

other plants will be reestablished on the Corridor by mechanical seeding and planting to shade out undesirable weed species and improve wildlife habitat.

Wherever possible, weed control will be accomplished by mechanical methods. Innovative weed control methods such as controlled grazing (sheep controlled by a shepherd) and steaming should be explored. The application of chemical sprays will be limited to use on those plants listed as *Harmful Plants* on *Portland Plant List* (see Appendix H), including Poison-hemlock, Golden chain tree, Poison Oak, Garden Nightshade, and Stinging Nettle. In any case, Integrated Pest Management (IPM) techniques will be followed to minimize the use of chemical control.

In addition, vegetation that intrudes on the equestrian trail must be controlled. A minimum 10' vertical clearance must be maintained.

#### Litter and Illegal Dumping

Litter along the Corridor will be removed by Parks or volunteer crews. Litter receptacles will be placed at access points and trailheads. Litter will be picked up twice a week during summer months, (just before and after a weekend) and once a week during the winter.

Illegal dumping will be controlled by vehicular barriers, regulatory signage and fines, as much as possible. When it does occur, it will be removed as soon as possible in order to prevent further dumping. Neighborhood volunteers, SOLV (Stop Oregon Litter and Vandalism), Alternative Community Service crews and inmate labor will be used in addition to Parks crews.

#### Signage

Signage will be replaced along the Corridor on an as-needed basis. A monthly check on the status of signage should be performed with follow-up as necessary.

#### Trestles

An engineer's report on the structural capacities of the existing wood trestles (see Appendix J) recommends an annual visual inspection of each of the trestles.

#### Culverts

All of the existing culverts should be cleared of vegetation and debris once annually. The inspection should take place before the onset of winter rains.

#### Fencing

The use of fencing for boundary control is strongly discouraged. The first preference will be to plant shrubs, trees, and use temporary fencing to establish privacy. As the need arises, governing jurisdictions will evaluate fencing requests. Property lines will be surveyed and marked in a way that is useful to Parks staff and our neighbors.

### Trailheads

The specialized facilities at trailheads will require frequent inspection and maintenance. Restrooms must be cleaned on a daily basis. Site furniture and lighting should be kept in good repair. Trash receptacles should be emptied daily during high use periods.

### Public Involvement

Trail user organizations, community groups, civic organizations and businesses should be invited to provide periodic maintenance work along the Corridor as a means of improving trail safety, keeping maintenance costs down and building good will with people living adjacent to the trail.

Trail users and neighbors can be encouraged to monitor and report maintenance problems and requests along the Corridor. "Improvement Request Forms" should be available at trailheads, from user organizations and at bicycle shops. Request forms should include the same maintenance items that are covered in the routine maintenance check list.

### Maintenance / Operations Implications

Currently, the Springwater Corridor is being minimally maintained by Portland Parks Bureau personnel on an "asset protection" basis, with assistance from a Youth Conservation Corps and volunteer crews. This is not intended as a long-term arrangement. As Corridor development is completed, a Trails Manager should be assigned to the Corridor. The primary duties of this position would be to regulate trail use, coordinate volunteers, and maintain the trail. The Trails Manager would report to a maintenance supervisor. A seasonal laborer and the necessary equipment should be assigned under this position also. The personnel assigned to the Corridor would be based at a trailhead / information center.

On-going maintenance could be partially offset if adequate utility lease agreements are arranged, or license or easement fees are available. Other possibilities include "adopt-a-trail" sections by adjacent businesses, business associations, or community service organizations. Volunteer labor has been extensively used in the past and can be counted on for continued support, especially with items such as litter control and planting parties.

One other possibility is a "trail use fee day", where volunteers charge for use of the Corridor (on a voluntary basis) in order to establish a maintenance endowment fund.

## CHAPTER 6

### EVALUATION

#### A. User Satisfaction

Throughout the master plan development of the Springwater Corridor, public input has been sought in order to identify public needs and concerns and arrive at a design that best addresses these needs. The Park Bureau views this project as the beginning of a long term relationship with the adjacent communities. This effort will continue upon completion of the construction phase of the project. Though a great deal of survey data has been gathered to anticipate the type of activities the trail will receive, the real test will happen after the trail is built. It is critical to the success of the trail that after it is constructed an on-going post construction evaluation process begins. This will provide important data as to the actual use versus anticipated use of the Corridor and begin to reveal what works and what doesn't work.

The following is a partial list of questions that should be answered by this evaluation process:

- What are the trail user characteristics?
- What are the trail use patterns and how do they vary along different sections of the trail?
- What user conflicts are there, if any? (Between trail users groups, neighbors, vehicles, etc.)
- How has the trail impacted surrounding neighborhoods and other land uses?
- How has public use of the trail impacted Johnson Creek?
- What is the reaction to the physical nature of the trail?
- Are additional access points needed?

#### Evaluation Strategies

In order to determine existing use of the trail, a trail traffic count will need to be conducted. The following evaluation methodology is loosely based on a study, *King County, Commuting & Recreational Trail Use Analysis: Burke-Gilman Trail, Sammamish River Trail*, prepared by the International Bicycle Fund, in 1985. The trail monitoring procedure will consist of observing and counting trail users within a discrete time frame and location. Month, day of week and time of day should be recorded as well as weather conditions. The count should make record of the type (biker, walker, jogger, etc.), description (age, sex) and number of users, direction of travel and surface traveled on. These trail user counts could be done by volunteer groups such as the Friends of Springwater Corridor or arrangements could be made with local college survey/sociology



classes. Monitoring should take place at varying days of the week, time of day and at different locations along the trail.

#### Trail Use Patterns, Conflicts and Impacts

To obtain data on specific trail use patterns, a questionnaire should be developed that has the following objectives:

- Determine the purpose of the trip
- Determine where the user began and ended trip
- Determine how far users tend to travel on the trail and the pattern of traffic flow
- Determine the frequency and type of accidents occurring on the trails
- Determine the socio-economic characteristics of users of the trail
- Collect comments and criticisms about the physical nature of the trail from those using them and adjacent residents

During the early phases of the master plan development, Portland State University students were very effective in conducting a door to door survey of adjacent residents. A similar means of distribution could be used for this post construction evaluation questionnaire. Direct, on-trail distribution could also be utilized.

#### Public Input

To a large extent, satisfaction of both the adjacent land owners and trail users will determine the trail success. These citizens should have an opportunity to voice concerns and solicit comments to be included in the evaluation process. An annual or biennial meeting should be held with these user groups to gather input into the ongoing management of the trail.

### **B. Environmental Impacts**

#### Trail Surfacing

The experimental trail surfacing to be constructed in the immediate construction phase should be monitored for any hazardous leachate materials. This test section will extend from the I-205 bike route to SE 92nd and proposes the use of several trail surfacing materials that have not been used extensively in the past. Each trail surfacing section should be monitored and the results of this monitoring should weigh heavily in the final trail surfacing selection.

#### Public Impacts

With the development of the Corridor, and the arrival of trail users, the potential of public misuse of the creek may increase. The presence of water acts as a natural draw for most people. But due to the environmental sensitivity of the creek and associated wetland, access is discouraged. Loss of fragile riparian vegetation, bank erosion, contamination of

creek water from excessive fecal material and introduction of exotic fish and wildlife species into the creek are a few of the potential impacts. Close, ongoing monitoring of the creek will be needed to limit these impacts.

#### **C. Modifications**

Based upon the post construction evaluation data, problems with the trail can be clearly identified, solutions proposed and changes made as needed to improve the public experience of the Corridor.

Meeting Date MAR 11 1993

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with city of Gresham for 209th Ave.  
and Springwater Trail Traffic Signal Maintenance

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Bob Johnson TELEPHONE 248-3588

PERSON(S) MAKING PRESENTATION Bob Johnson

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Intergovernmental Agreement with the city of Gresham for Multnomah County to maintain a pedestrian signal located at S.E. 209th Avenue and Springwater Trail. The city of Gresham is to pay the County for actual maintenance costs.

The County anticipates approximately \$100 per month in revenue for maintenance.

3/22/93 ORIGINALS TO CATHEY KRAMER;  
ANNOTATED MINUTES TO BOB JOHNSON  
(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 MAR -1 PM 4:54  
MULTNOMAH COUNTY  
OREGON

3706V/1740T



# CONTRACT APPROVAL FORM FEB 25 1993

(See Administrative Procedure #2106)

Contract # 301153

MULTNOMAH COUNTY OREGON

GLADYS M. ... Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # R-13 DATE 3/11/93 DEB BOGSTAD <b>BOARD CLERK</b>

Department Environmental Services Division Transportation Date February 22, 1993

Contract Originator Bob Johnson Phone 248-3588 Bldg/Room 425

Administrative Contact Larry Nicholas Phone 248-5050 Bldg/Room 425

Description of Contract Intergovernmental Agreement with the city of Gresham for Multnomah County to maintain a pedestrian signal located at SE 209th Avenue and Springwater Trail.  
The City is to pay the County for actual maintenance costs.

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

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

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030

Phone \_\_\_\_\_

Employer ID # or SS # \_\_\_\_\_

Effective Date upon execution

Termination Date upon completion cancellation

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager BH William

Purchasing Director  
 (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration Gary Hansen, Vice-Chair  
 (Class I, Class II contracts only)

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

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

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

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

☒ Other approximately \$100.00/mo. ☐ Other \_\_\_\_\_

☐ Requirements for maintenance contract - Requisition required.

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

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

Encumber: Yes ☐ No ☐

Date 2/23/93

Date \_\_\_\_\_

Date 3/2/93

Date March 11, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	150	030	6530			2774						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

**Maintenance Agreement  
for SE 209th Avenue and Springwater Trail  
Pedestrian Signal**

**THIS AGREEMENT** is made between the City of Gresham, a municipal corporation (City), and Multnomah County, a political subdivision of the State of Oregon (County).

**The Parties Find:**

1. The City is constructing the Springwater Trail for pedestrians, bicycles and equestrians on the abandoned Portland Traction Company Estacada Line right-of-way.
2. The City deems it necessary and desirable, in order to maintain a safer crossing for pedestrians using the Springwater Trail, to install one pedestrian control signal system on Eastman Parkway (SE 209th Avenue) at Springwater Trail. The location of the pedestrian signal is approximately as shown on the attached sketch map, marked Exhibit "A."
3. The City and the County may enter into intergovernmental agreements, as authorized under ORS 199.003 et. seq., for the provision of services described in this agreement.
4. The City desires that the County provide all maintenance services of the pedestrian signal after construction of the pedestrian signal is completed.

**The Parties Agree as follows:**

1. The County agrees to perform all necessary maintenance of the pedestrian signal after construction of the pedestrian signal is completed.
2. The City shall be responsible for and pay all costs of electrical energy consumed by reason of operation of the pedestrian signal equipment.
3. The City shall make no changes in the timing program established for the pedestrian signal without mutual documented concurrence between County and City.
4. The City certifies that sufficient funds are available and authorized for expenditures to finance the costs of these services.
5. The City shall reimburse the County for direct cost of routine and emergency maintenance of the pedestrian signal. The direct cost shall be the sum of the base salary cost, fringe benefits, and overhead, except for the material cost which shall be an average cost of what the County purchased them for plus 10%. Equipment charges

are based on the internal rental rates established and revised annually by the County. The billing also includes an overhead rate charged by the finance department. The County shall notify the City in advance of any routine or emergency maintenance costs in excess of \$2,500.00 per incident.

6. The County shall compile accurate cost accounting records and submit itemized bills, no later than bi-monthly, to the Gresham City Engineer for all costs authorized by this agreement. The City agrees to pay the bills within 30 days of receiving the bill.
7. The County shall indemnify the City for, and hold the City harmless from, all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents in maintaining the pedestrian signal, excluding claims arising out of or related to the actual operation or lack of operation of the signal. The County's liability under this section shall be subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.
8. The City shall indemnify the County for, and hold the County harmless from, all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents with respect to the pedestrian signal. The City's liability under this paragraph shall be subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.
9. This agreement may be terminated by either party upon three months written notice to the other party.

Dated: March 11, 1993.

CITY OF GRESHAM

By Gussie McRobert  
Gussie McRobert, Mayor

By Bonnie Kraft  
Bonnie Kraft, City Manager

Approved as to form:

Thomas Squibb  
City Attorney

Attachment: Sketch Map

MULTNOMAH COUNTY

By Gladys McCoy  
Gladys McCoy, Chair  
Gary Hansen, Vice-Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Laurence Kressel  
Deputy

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-13 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK

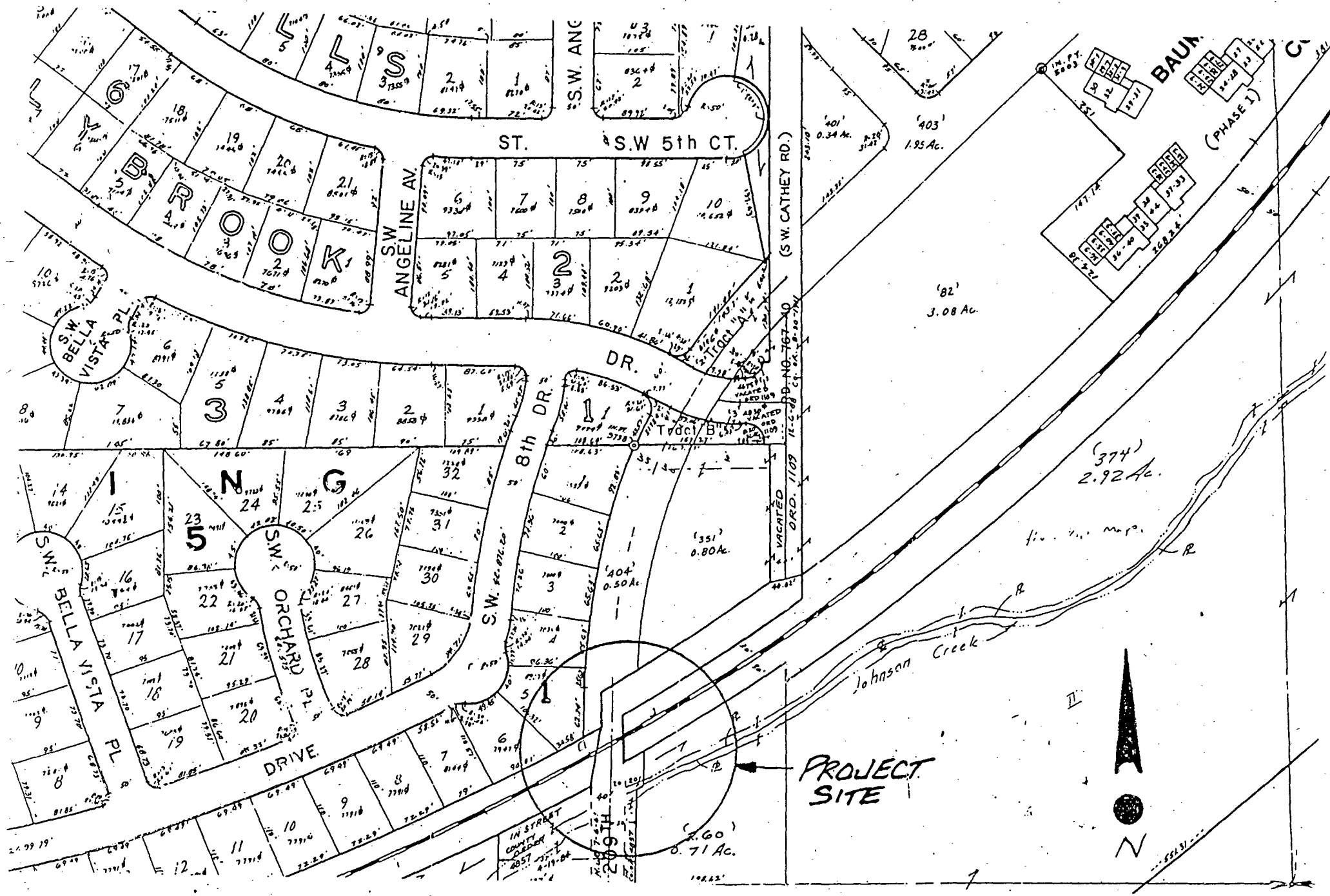


EXHIBIT "A"

Meeting Date MAR 11 1993  
Agenda No.: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement to Provide Vehicle and Equipment  
Maintenance to the City of Gresham.

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_  
DEPARTMENT Environmental Services DIVISION F.R.E.D.S.  
CONTACT Tom Guiney TELEPHONE 248-5353  
PERSON(S) MAKING PRESENTATION Tom Guiney

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

This Intergovernmental Agreement enables the County to provide vehicle maintenance services to the City of Gresham on an ongoing basis. Revenues to the County for the services are estimated to be \$40,000 per year which will cover the increased costs to the County of providing these services.

3/22/93 ORIGINALS to COTHEY KRAMER;  
ANNOTATED minutes to Tom Guiney

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL TH BH Williams

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 25 PM 12:11  
MULTNOMAH COUNTY  
OREGON





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301573

Amendment #

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-14</u> DATE <u>3/11/93</u></p> <p><u>DEB BOGSTAD</u></p> <p><b>BOARD CLERK</b></p>
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Department DES Division FREDS Date 1/26/93

Contract Originator Tom Guiney Phone 5353 Bldg/Room 425

Administrative Contact Tom Guiney Phone 5353 Bldg/Room 425

Description of Contract Intergovernmental Agreement to service and repair City of Gresham's equipment as requested.

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

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

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030

Phone 661-3000

Employer ID # or SS # \_\_\_\_\_

Effective Date July 1, 1993

Termination Date June 30, 1994

Original Contract Amount \$ \_\_\_\_\_

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

Total Amount of Agreement \$ Estimate \$40,000.00

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

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

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

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

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

☐ Requirements contract - Requisition required.

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

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

## REQUIRED SIGNATURES:

Department Manager BH Willicam

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

County Counsel Matthew O. Ryan

County Chair/Sheriff Gary Hansen, Vice-Chair

Contract Administration \_\_\_\_\_  
(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date 2/5/93

Date \_\_\_\_\_

Date 2/24/93

Date March 11, 1993

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	<u>401</u>	<u>030</u>	<u>5910</u>			<u>2774</u>					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATOR

GREEN - FINANCE  
106/1430

## INTERGOVERNMENTAL AGREEMENT

This CONTRACT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1993, by and between Multnomah County (hereinafter referred to as "County") and the City of Gresham (hereinafter referred to as the "City").

### RECITALS

WHEREAS, the City desires to enter into a contract for the maintenance and repair of the City's Department of Environmental Services (DES) vehicles and equipment;

WHEREAS, the County has the ability to provide for the maintenance and repair of the City's Department of Environmental Services (DES) vehicles and equipment;

The parties agree as follows:

#### 1. SERVICES AND COMPENSATION

Multnomah County agrees to service and repair the City's equipment as requested by the City's Fleet Maintenance Coordinator or his designee.

Services will include preventive maintenance services, DEQ testing, tire repair and replacement, body and paint work, custom fabrication, mechanical repair, road calls, and other related services. County will advise Fleet Maintenance Coordinator of any discovered equipment safety problems and keep the vehicle out of service until the safety problem is resolved or the City's Fleet Maintenance Coordinator has provided a written authorization to release the vehicle.

Services will be performed at the Yeon Shop, 1620 SE 190th Ave., whenever practical. City will deliver vehicles to the County and pickup vehicles after repair or servicing from the County. County will provide transport if requested by the Fleet Maintenance Coordinator. County-provided transport will be charged at the regular shop rate.

##### A. Compensation

The City will pay the County for services provided as follows:

\$10 per vehicle per month, plus time and material charges, based on a shop rate of \$41.50 per hour, and a parts or supplies rate of County cost plus 20% markup; plus a General Fund "indirect cost" charge of 3.56% of the total charges. The above are based on FY 93-94 rates.

The charge rates will be adjusted annually beginning July 1, 1994, with changes being effective on July 1 of each year. The shop rates and parts markup charged to the City will be equal to the County's internal charge rates.

B. Maintenance Records

The County shall prepare maintenance records for serviced or repaired equipment, including equipment number, parts used, services performed, man-hours involved, and the date of such services. The County shall deliver a copy of these records to the City with the monthly invoices. This information will be used in billing verification.

C. Time Requirements

Service for routine breakdowns and maintenance will be provided on a normal work week basis, Monday through Friday, 0800 to 1630 hours.

The City Fleet Maintenance Coordinator will schedule maintenance services with the County Fleet Maintenance Manager or their designee prior to vehicle delivery.

All equipment serviced, including normal repairs, shall be completed in a timely manner not to exceed 40 working hours, or one work week.

The County will be excused from the 40 working hour time span for reasons of unavailability of parts, unforeseen extenuating circumstances, or repairs requiring more than 24 hours of direct labor. The Fleet Maintenance Coordinator will be notified of any delays beyond the established time.

2. Billing and Payment

Invoice billings will be made monthly. Payment will be made within 30 days of billing.

Any discrepancies in billing, brought to the attention of the County or City, will be documented and corrected within 90 days of notice.

3. Insurance

The County is self-insured and maintains adequate reserves to protect it from claims under Workers' Compensation Acts and personal injury damage claims, including death and damage to property, which may arise from operations under the Contract. Insurance shall be in amounts not less than those provided by ORS 30.270.

4. Contract Duration

This Contract will be in effect from July 1, 1993, through June 30, 1994, and will automatically renew for one year periods thereafter, unless terminated in accordance with the Contract's termination clause.

5. Termination Clause

This Contract may be terminated by mutual written agreement or by either party with a written one hundred twenty (120) day notice.

6. Modification

Any modification of the provisions of this Agreement will be reduced to writing and signed by the County's Director of Environmental Services and the City's City Manager.

7. Integration

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

Dated: \_\_\_\_\_, 1993

CITY OF GRESHAM

By \_\_\_\_\_  
Gussie McRobert, Mayor

By \_\_\_\_\_  
Bonnie Kraft, City Manager

By \_\_\_\_\_  
Joseph D. Parrott, Chief of Fire  
City of Gresham

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Sponsler, City Attorney

Dated: March 11, 1993

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
~~Gladys McCoy, Chair~~  
Gary Hansen, Vice-Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-14 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan 2/24/93  
Assistant County Counsel  
Matthew O. Ryan

Meeting Date MAR 11 1993  
Agenda No.: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with City of Gresham for NPDES Part 2  
Co-Application

BCC Informal \_\_\_\_\_ BCC Formal \_\_\_\_\_  
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Larry Nicholas/Donna Hempstead TELEPHONE 248-6997/452-1088

PERSON(S) MAKING PRESENTATION Larry Nicholas/Donna Hempstead

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Federal Clean Water Act and State DEQ requirements mandate storm water management programs, separate storm sewer system monitoring, inventory, and reporting of all outfalls to U. S. waters in urbanized areas. This action is requested to formalize a co-application with the city of Gresham for Part 2 of a National Pollutant Discharge Elimination System permit within the Gresham Urban Services Boundary. Maximum cost is \$50,000 and was included in the Fy 92-93 approved Budget for this program.

3/12/93 Originals to Donna Hempstead.  
3/22/93 Annotated Minutes to Larry Nicholas &  
Donna Hempstead  
(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

BH Wallia

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 26 PM 3:37  
MULTI-JURISDICTIONAL  
OREGON



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301653

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # R-15 DATE 3/11/93 DEB BOGSTAD <b>BOARD CLERK</b>

Department Environmental Services Division Transportation Date February 11, 1993

Contract Originator Donna G. Hempstead Phone 452-1088 Bldg/Room #425/Yeon

Administrative Contact Larry Nicholas Phone 248-5050 Bldg/Room #425/Yeon

Description of Contract Intergovernmental Agreement with the City of Gresham to formalize co-application with Gresham as lead applicant for Part 2 of the National Pollutant Discharge Elimination System (NPDES) permit to comply with mandated federal Clean Water Act and state DEQ requirements. Total payment to the city for Part 2 of the application will not exceed RFP/BID # Exemption Exp. Date \$50,000

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway  
Gresham, OR 97030

Phone 669-2433 (Mel Miracle)

Employer ID # or SS #

Effective Date Upon execution

Termination Date June 30, 1993

NOT TO EXCEED  
Original Contract Amount \$ 50,000.00

Amount of Amendment \$

NOT TO EXCEED  
Total Amount of Agreement \$ 50,000.00

Remittance Address (If Different)

Payment Schedule Terms

☐ Lump Sum \$ ☐ Due on receipt

☐ Monthly \$ ☐ Net 30

☐ Other \$ ☐ Other

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

**REQUIRED SIGNATURES:**

Department Manager BH Williams

Purchasing Director (Class II Contracts Only)

County Counsel Matthew O'Ryan

County Chair/Sheriff Gary Hansen, Vice-Chair

Contract Administration (Class I, Class II contracts only)

Encumber: Yes ☐ No ☐

Date

Date 2/26/93

Date March 11, 1993

Date

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	150	030	6101			6110						
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE  
106/1430

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

This Agreement is entered into on \_\_\_\_\_, 1993 between the City of Gresham, Oregon (City) and Multnomah County, Oregon (County).

RECITALS

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

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

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

WHEREAS, the existing federal and state NPDES rules and regulations require that each operator of a municipal separate storm sewer system within Gresham city limits and the urbanized areas of unincorporated Multnomah County must apply for a NPDES stormwater permit; and

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

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

WHEREAS, it is necessary to provide a basis for defining the co-applicants' primary intentions and relationships, responsibilities and obligations for the Part 2 NPDES Permit Co-application.

## AGREEMENT

### 1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by each co-applicant in the preparation of Part 2 of a NPDES municipal separate storm sewer permit application.

### 2. SCOPE OF COUNTY SERVICES

A) The County shall provide the following information necessary for the City to develop and submit Part 2 of a NPDES municipal separate storm permit application that includes the County operated municipal storm sewer system within the Gresham Urban Services Boundary and other unincorporated areas subject to this permit co-application, as identified in Attachment A.

- 1) A demonstration that the County will be able to exercise adequate legal authority to control discharges to the municipal separate storm sewer system within the unincorporated areas of Multnomah County within the areas of this permit application.
- 2) A description of any major outfalls not fully described in the Part 1 application.
- 3) Information to support consultant's work in defining the roles and responsibilities of the co-applicant County.
- 4) Participation in the development of the proposed Stormwater Management Program submitted with the Part 2 Permit application.
- 5) Information needed for identification of fiscal resources as required by the NPDES Part 2 permit application.

### 3. SCOPE OF CITY SERVICES

A) The City of Gresham shall provide or shall contract to provide the following services to Multnomah County with regard to co-application for an NPDES municipal separate storm sewer permit for the County's storm sewer system within the area subject to



the permit co-application:

- 1) Compile and summarize data required for the NPDES municipal separate storm sewer Part 2 application including but not limited to characterization data, source identification, proposed management program, assessment of controls, and fiscal analysis.
- 2) Implementation of the characterization plan developed in Part 1 to satisfy the application requirements for the County operated municipal separate storm sewer system within the area subject to this permit co-application, including but not limited to:
  - a) Sampling and analysis of selected major outfalls (to identify and characterize illicit connections and illegal dumping)
  - b) Sampling and analysis of representative outfalls to characterize overall system of co-applicants collectively
  - c) Demonstration of plans for continuing monitoring program.
- 3) Preparation of a proposed Management Program including but not limited to:
  - a) A Public Education Element
  - b) A description of proposed structural and non-structural control measures
  - c) A description of a proposed program for detecting and eliminating illicit connections and illegal dumping
  - d) A description of a proposed program to monitor industrial runoff
  - e) A description of a proposed program

to implement and maintain structural and source controls for storm water quality.

- 4) An estimate of the anticipated overall effectiveness of the proposed control measures and tasks to be conducted over the term of the permit.
- 5) An estimate of the capital, operating, and maintenance costs of the proposed characterization and control programs during the term of the permit on an annual basis.
- 6) Coordinate and manage the co-application process as necessary to ensure a timely and responsive submittal of Part 2 of the permit application.
- 5) Prepare and submit Part 2 of the NPDES municipal separate storm sewer system permit application so as to include the County operated municipal separate storm sewer system within the Gresham Urban Services Boundary and other unincorporated County areas as identified in Attachment A.

#### 4. COMPENSATION

The County shall pay the City for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The total payment to the City for the work shall not exceed \$50,000.

#### 5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective upon signing and shall terminate as of June 30, 1993.

#### 6. BILLING AND PAYMENT PROCEDURE

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

On or before the end of each month the City shall submit to the County a bill for work performed during the preceding month. The billing shall include all consultant costs related to Part 2 NPDES storm water co-application between the City and the County plus any additional costs incurred by the City related to management and coordination of the co-application process between the City and the County. The City shall furnish the County such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

Within 60 days of receipt of each bill, the County shall pay the amount to the City.

**7. EARLY TERMINATION OF AGREEMENT**

A) The City and the County, by mutual written agreement, may terminate this Agreement at any time.

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

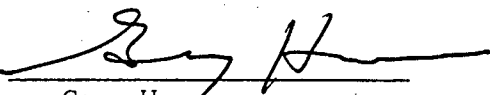
**8. INDEMNIFICATION**

Subject to the limitations of the Oregon Constitution and statutes, the City and County each shall be solely responsible for any loss or injury caused to third parties arising from the City's or County's own acts or omissions under this Agreement and the City or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claims, litigation or liability arising from the City's or County's own acts or omissions under this Agreement.

**9. FUNDS**

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

MULTNOMAH COUNTY

By:   
Gary Hansen

Title: Multnomah County Vice-Chair

Date: March 11, 1993

CITY OF GRESHAM

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

Date: \_\_\_\_\_

Mayor

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

Date: \_\_\_\_\_

City Manager

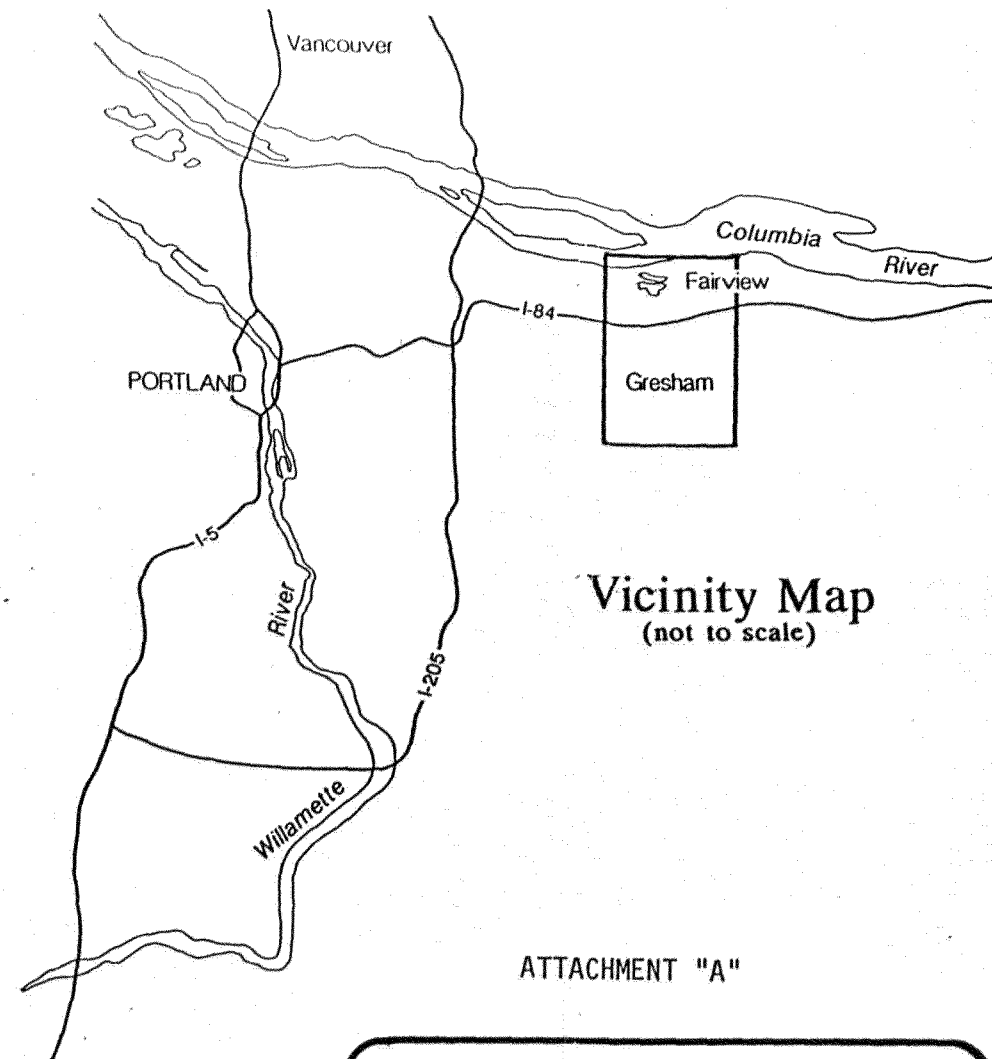
REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Matthew O. Ryan 2/26/03

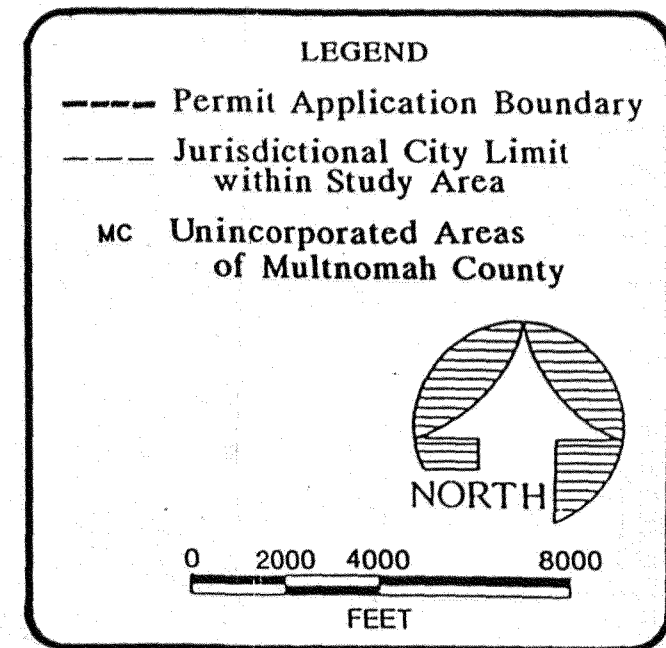
THOMAS SPONSLER, Gresham City Attorney  
for City of Gresham, Oregon

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



Vicinity Map  
(not to scale)

ATTACHMENT "A"



# 1.1 Location of NPDES Project

Source: USGS, 1975, 1984; City of Gresham, 1991; City of Fairview, 1991

GRESHAM/FAIRVIEW/MULTNOMAH COUNTY  
NPDES Part 1 Joint Application Permit  
PERMIT APPLICATION AREA



Oakley Engineering, Inc.  
1991 N. Jantzen #M39, Portland, OR 97217  
(T) 503-289-7411 (F) 503-289-7656  
Scientific Resources, Inc.  
HMS Environmental, Inc.

Meeting Date MAR 11 1993

Agenda No.: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with City of Portland for  
NPDES Part 2 Co-Application

BCC Informal \_\_\_\_\_ BCC Formal \_\_\_\_\_  
(date) (date)

DEPARTMENT Environmental Services DIVISION Transportation Division

CONTACT Larry Nicholas/Donna Hempstead TELEPHONE 248-6997/452-1088

PERSON(S) MAKING PRESENTATION Larry Nicholas/Donna Hempstead

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Federal Clean Water Act and State DEQ requirements mandate storm water management programs, separate storm sewer system monitoring, inventory, and reporting of all outfalls to U. S. waters in urbanized areas. This action is requested to formalize a co-application with the city of Portland for Part 2 of a National Pollutant Discharge Elimination System permit within the Portland Urban Services Boundary. Maximum cost is \$40,000 and was included in the Fy 92-93 approved Budget for this program.

3/12/93 Originals to Donna Hempstead;  
3/22/93 Annotated Minutes to L. Nicholas & D. Hempstead  
(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER BH William

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1993 FEB 26 PM 3:57  
MULTI-COUNTY  
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301663

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-16</u> DATE <u>3/11/93</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	--

Department Environmental Services Division Transportation Date February 11, 1993  
 Contract Originator Donna Hempstead Phone 452-1088 Bldg/Room #425/Yeon  
 Administrative Contact Larry Nicholas Phone 248-5050 Bldg/Room #425/Yeon  
 Description of Contract Intergovernmental Agreement with the City of Portland to formalize co-application with the city as lead applicant for Part 2 of the National Pollutant Discharge Elimination System (NPDES) Permit to comply with mandated federal Clean Water Act and state DEQ requirements. Total payment to the city for Part 2 of the application will not exceed \$40,000  
 RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland/Bob Einstad  
 Mailing Address 1120 SW Fifth Avenue  
Portland, OR 97204  
 Phone 823-7266  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date Upon execution  
 Termination Date June 30, 1993  
 Original Contract Amount \$40,000.00  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$40,000.00

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager BH Willis  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel Gary Hansen  
 County Chair/Sheriff Gary Hansen, Vice-Chair  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II contracts only)

Encumber: Yes ☐ No ☐  
 Date 2/17/93  
 Date \_\_\_\_\_  
 Date 2/26/93  
 Date March 11, 1993  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6101			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION  
421/1st Flr

CANARY - INITIATOR

GREEN - FINANCE  
106/1430

INTERGOVERNMENTAL AGREEMENT FOR  
DEVELOPMENT OF PART 2 OF A NPDES  
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT APPLICATION  
BETWEEN MULTNOMAH COUNTY AND THE CITY OF PORTLAND

This Agreement is between the City of Portland, Oregon (City) and Multnomah County (County).

RECITALS

WHEREAS, the County and the City entered into an intergovernmental agreement on November 14, 1991 that established that they would be co-applicants to a NPDES Permit for discharges from their municipal separate storm sewer systems; and

WHEREAS, that agreement established that the County and the City will negotiate in good faith to develop a subsequent intergovernmental agreement to ensure timely and responsive completion of Part 2 of the NPDES municipal separate storm sewer system permit application; and

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by each co-applicant in the preparation of Part 2 of a NPDES municipal separate storm sewer permit application.

NOW THEREFORE, the parties agree to the following:

1. SCOPE OF COUNTY SERVICES

- a) The County shall provide information necessary for the City to develop and submit Part 2 of a NPDES municipal separate storm permit application that includes the County operated municipal storm sewer system within the area covered by the permit application.
- b) The County shall work cooperatively with the City and its representatives in developing the Storm Water Quality Management Plan, in establishing the roles and responsibilities of the County and the City, and in developing procedures to ensure effective coordination.
- c) The County shall be responsible for developing the legal authority necessary to carry out the County activities, and Best Management Practices included in the permit application.
- d) The County shall provide a fiscal analysis of the necessary capital and operation and maintenance



expenditures necessary to accomplish the County's responsibilities as identified in the Storm Water Quality Management Plan. Such analysis shall include a description of the source of funds that are proposed to meet the necessary expenditures, including legal restrictions on the use of such funds.

2. SCOPE OF CITY SERVICES

a) The Bureau of Environmental Services shall provide or shall contract to provide the following services to the County with regard to co-application for a NPDES municipal sewer storm sewer permit for the County's municipal separate storm sewer system within the area covered by the permit application:

1. Do all necessary characterization of discharges and collection of quantitative data as proposed in the characterization plan submitted in Part 1 of the permit application. Data will be compiled and summarized as appropriate and shall estimate the annual pollutant load resulting from all municipal separate storm sewer outfalls for each of the co-applicants.
2. Develop a proposed monitoring program for representative data collection for the term of the NPDES permit. The plan shall include sampling locations, rationale for selection, frequency of sampling, parameters to be sampled and a description of the equipment and methodology necessary to conduct sampling.
3. Provide an inventory, organized by watershed, of the name and address and nature of business of facilities which discharge to the municipal separate storm sewer system identified as storm water discharges associated with industrial activity.
4. Cooperatively develop a stormwater quality management plan that covers the duration of the NPDES permit. This management plan shall identify the roles and responsibilities of each of the coapplicants. The management plan shall include:
  - A. A description of structural and source control measures to reduce pollutants from commercial and residential areas.

B. A description of a program to detect and remove illicit discharges and improper disposal into the storm sewer.

C. A description of a program to monitor and control pollutants in storm water discharges to municipal systems from municipal landfills, hazardous waste treatment, disposal and recovery facilities, and industrial facilities that are contributing a substantial pollutant loading to the municipal storm sewer system.

D. A description of a program to implement and maintain best management practices to reduce pollutants in storm water runoff from construction sites to the municipal separate storm sewer system.

E. An assessment of the pollutant load reductions expected from implementing the management plan.

5. Coordinate and manage the co-application process as necessary to ensure a timely and responsive submittal of Part 2 of the permit application.
6. Prepare and submit Part 2 of the NPDES municipal separate storm sewer system permit application so as to include the County operated municipal separate storm sewer system within the area covered by the permit application.

3. COMPENSATION

The County shall pay the City for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The total payment to the City for the work shall not exceed \$40,000.00.

4. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective upon execution and shall terminate as of June 30, 1993.

## 5. BILLING AND PAYMENT PROCEDURE

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

On or before the end of each month the City shall submit to the County a bill for work performed during the preceding month. The billing shall include all consultant costs related to Part 2 NPDES storm water co-application between the City and the County plus any additional costs incurred by the City related to management and coordination of the co-application process between the City and the County. The City shall furnish the County such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

Within 60 days of receipt of each bill, the County shall pay the amount to the City.

## 6. EARLY TERMINATION OF AGREEMENT

a) The City and the County, by mutual written agreement, may terminate this Agreement at any time.

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

c) In the event this Agreement is terminated, payment for work performed by the City up to the date of termination shall be due and payable in accordance with the terms of paragraph 5, above.

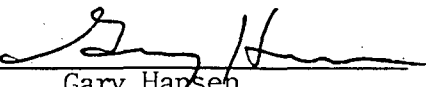
## 7. INDEMNIFICATION

Subject to the limitations of the Oregon Constitution and statutes, the City and County shall each be solely responsible for any loss or injury caused to third parties arising from the City's or County's own acts or omissions under this Agreement and the City or County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claims, litigation or liability arising from the City's or County's own acts or omissions under this Agreement.

8. FUNDS

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

MULTNOMAH COUNTY

By:   
Gary Hansen  
Title: Multnomah County Vice-Chair  
Date: March 11, 1993

CITY OF PORTLAND

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By:  2/26/93

CITY OF PORTLAND

By: \_\_\_\_\_  
Auditor  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

JEFFREY ROGERS, City Attorney

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

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-16 DATE 3/11/93  
DEB. BOGSTAD  
BOARD CLERK

